



**REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
MARCH 24, 2015
7:00 PM**

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

Pledge of Allegiance

Approval of the minutes of the (1) Special City Council and Richfield School Board Worksession of March 2, 2015; (2) Special City Council Worksession of March 10, 2015; (3) Regular City Council Meeting of March 10, 2015; and (4) Special City Council Worksession of March 16, 2015

PRESENTATIONS

1. Presentation regarding the Community Emergency Response Team (CERT).

COUNCIL DISCUSSION

2. Hats off to hometown hits

AGENDA APPROVAL

3. Approval of the agenda.
4. **Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.**
 - A. Consideration of the approval of authorizing the City Manager to Publish a Notice of Intent to Franchise (cable television).

Staff Report No. 42
 - B. Consideration of the approval of a resolution amending the allocation of the 2014 General Fund Budget.

Staff Report No. 43
 - C. Consideration of the approval of the renewal of the contract with Adesa Minneapolis for 2015/2016 for auctioning forfeited vehicles from Public Safety/Police.

Staff Report No. 44
 - D. Consideration of the approval of the continuation of the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for the year 2015.

Staff Report No. 45
5. Consideration of items, if any, removed from Consent Calendar

PROPOSED ORDINANCES

6. Consideration of the second reading of an ordinance amending the City's Zoning Code and a resolution approving summary publication of said ordinance. The proposed ordinance would allow the following in the Single-Family Residential Districts: 1) construction of up to two-story garages (with conditions), and 2) construction of accessory dwelling units.

Staff Report No. 46

7. Consideration of the second reading of an ordinance amending the City's Zoning Code and a resolution authorizing summary publication of said ordinance. The proposed ordinance would prohibit recreational marijuana sales outlets and marijuana production, and establish conditions related to the location and operation of medical marijuana dispensaries.

Staff Report No. 47

OTHER BUSINESS

8. Consideration of the final plans and specifications for the Portland Avenue Reconstruction Project (CP 41008) and staff authorization to advertise for bids.

Staff Report No. 48

CITY MANAGER'S REPORT

9. City Manager's Report

CLAIMS AND PAYROLLS

10. Claims and payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

11. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.



CITY COUNCIL MINUTES

Richfield, Minnesota

Special Concurrent City Council/ Richfield School Board Worksession

March 2, 2015

CALL TO ORDER

The worksession was called to order by School Board Chair Toensing at 6 p.m. in the Richfield School District Board Room, 7001 Harriet Avenue.

ROLL CALL

<i>Council Members: Present:</i>	Debbie Goettel, Mayor; Pat Elliott; Edwina Garcia; Michael Howard; and Tom Fitzhenry.
<i>City Staff Present:</i>	Steven L. Devich, City Manager, Mike Eastling, Public Works Director; Jay Henthorne, Public Safety Director; Mike Koob, Deputy Public Safety Director; Wayne Kewitsch, Fire Services Director; Mike Dobesh, Assistant Fire Chief; Jim Topitzhofer, Recreation Services Director; and Pam Dmytrenko, Assistant City Manager.
<i>School Board Members Present:</i>	Peter Toensing, Chair; John Ashmead; Christine Maleck, Todd Nollenberger; and Tim Pollis.
<i>School District Staff Present:</i>	Steven Unowsky, Superintendent; Michael Schwartz, Business Director; Craig Holje, Business Director; Shirrie Jackson, Director; and Pat Vaughan, Executive Secretary.

A discussion was held about providing free community bus transportation possibly in a loop through Richfield for Richfield citizens to use for school functions, school conferences, student sports, shopping, doctor appointments, etc. An issue for this type of transportation is long term funding.

Superintendent Unowsky commended the City for their attention to code issues and safe, affordable housing. Richfield is still in need of safe, stable, affordable housing.

Mayor Goettel congratulated the School District on their graduation rates which was good news. She also spoke about issues of Richfield School District in areas of the City of Edina.

The School District is now in negotiations with Park Nicollet to provide a free school based health care center in the high school, and discussed what and who will likely be covered

in this facility. Mayor Goettel offered to write a letter of support for this project from her and the City Council.

Council Member Garcia talked about the Forum for Mental Health in Youth taking place Saturday March 14 from 9:30 – 11:30 am at the Richfield Municipal Center. The goal of the forum is to educate and inform people about mental illness and to help reduce the stigma surrounding mental illness. Peter Toensing talked about the merits of mental health first aid, which is an intervention for a mental health event.

Council Member Fitzhenry offered his services if the District has any problems with airport noise.

There was mention that major street improvements will be done. Mr. Unowsky asked for advance notice so that school bus routes could be adjusted.

Early education and universal PreK were discussed. These programs are challenging because there is no universal funding. Mr. Unowsky would like to see extra recruitment of families in poverty. He said transportation is again a challenge.

Public Safety talked about a student felony level probation center located at the 287 building on 75th and Penn. Pending approval by the County Commissioners, the center will open this spring or early summer. This is a 13 week program, and students are escorted to and from the center.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:58 p.m.

Date Approved: March 24, 2015

Debbie Goettel, Mayor

Cheryl Krumholz, Executive Coordinator

Steven L. Devich, City Manager



CITY COUNCIL MINUTES

Richfield, Minnesota

Special City Council Worksession

March 10, 2015

CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Garcia at 6:00 p.m. in the Bartholomew Room.

Council Members Present: Edwina Garcia, Mayor Pro Tempore; Michael Howard (arrived at 6:35 p.m.); Pat Elliott; and Tom Fitzhenry.

Council Member Absent: Debbie Goettel, Mayor.

Staff Present: Steven L. Devich, City Manager (arrived at 6:25 p.m.); Jim Topitzhofer, Recreation Services Director; Jay Henthorne, Public Safety Director; Pam Dmytrenko, Assistant City Manager/HR Manager; Chris Regis, Finance Manager; Joe Griffin, Police Sergeant; Nick Thompson, Recreation Supervisor; and Cheryl Krumholz, Executive Coordinator.

Item # 1	DISCUSSION REGARDING OPEN.GOV, THE CITY'S ON-LINE BUDGET TRANSPARENCY TOOL
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Brooke Simmons, Open.Gov, presented the City's on-line budget tool.

Item # 1	DISCUSSION REGARDING THE RICHFIELD 4TH OF JULY COMMITTEE REQUEST TO SERVE BEER AND WINE ON JULY 4, 2015 (COUNCIL MEMO NO. 17)
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Jim Topitzhofer, Recreation Services Director, introduced the committee's request to have the City Council consider allowing the serving of beer and wine also on July 4, 2015 as a way to generate more income as a result of the discontinuance of the carnival. He discussed details, concerns and requirements.

Joe Griffin, Police Sergeant, stated that Public Safety had no concerns provided the monitoring and control was the same as at the street dance.

Mr. Topitzhofer stated that if the City Council's response was favorable, the committee would seek formal approval as part of their event license submittal in June.

The City Council consensus was to proceed with the event license submittal, including the serving of beer and wine on July 4, 2015.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:40 p.m.

Date Approved: March 24, 2015

Edwina Garcia
Mayor Pro Tempore

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

Regular Meeting

March 10, 2015

CALL TO ORDER

The meeting was called to order by Mayor Pro Tempore Garcia at 7:00 p.m. in the Council Chambers.

Council Members Present: Edwina Garcia, Mayor Pro Tempore; Michael Howard; Pat Elliott; and Tom Fitzhenry.

Council Member Absent: Debbie Goettel, Mayor.

Staff Present: Steven L. Devich, City Manager; John Stark, Community Development Director; Mike Eastling, Public Works Director; Jay Henthorne, Public Safety Director; Jim Topitzhofer, Recreation Services Director; Pam Dmytrenko, Assistant City Manager/HR Manager; Chris Regis, Finance Manager; Mary Tietjen, City Attorney; and Cheryl Krumholz, Executive Coordinator.

OPEN FORUM

Susan Rosenberg, 6633 Thomas Avenue, League of Women Voters President, announced the Forum on Mental Illness in Youth on Saturday, March 14, 2015.

Heidi Gaibor, 6914 Wentworth Avenue, acknowledged the recent death of Richfield resident, Larry Wozniczka.

PLEDGE OF ALLEGIANCE

Mayor Pro Tempore Garcia led the audience in the Pledge of Allegiance.

APPROVAL OF MINUTES

M/Fitzhenry, S/Elliott to approve the minutes of the (1) Special City Council Worksession of February 17, 2015; (2) Special Planning Commission & City Council Worksession of February 23, 2015; (3) Special City Council Worksession of February 24, 2015; (4) Special City Council Meeting of February 24, 2015; (5) Regular City Council Meeting of February 24, 2015; (6) Special City Council Worksession of February 27, 2015; and (7) Special City Council Worksession of March 3, 2015.

Motion carried 4-0.

Item #1	COUNCIL DISCUSSION <ul style="list-style-type: none">• Hats Off to Hometown Hits
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Mark Westergaard, 7608 Dupont Avenue, Human Rights Commission Member, spoke about having a public presentation on human trafficking.

Council Member Fitzhenry announced the March 18, 2015 Noise Oversight Committee meeting.

Item #2	COUNCIL APPROVAL OF AGENDA
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The City Council unanimously approved the agenda.

Item #3	CONSENT CALENDAR
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- A. Consideration of the approval of a resolution supporting dedicated state funding for city streets S.R. No. 34

RESOLUTION NO. 11055

**RESOLUTION SUPPORTING DEDICATED STATE FUNDING
FOR CITY STREETS**

This resolution appears as Resolution No. 11055.

- B. Consideration of the approval of an amendment to the site lease agreement at 7401 Logan Avenue South between the City of Richfield and T-Mobile Central LLC (successor-in-interest to APT Minneapolis Inc.) with regard to the location of an antenna system S.R. No. 35
- C. Consideration of the approval of a first reading of an ordinance amending the City's Zoning Code. The proposed ordinance would allow the following in the single-family residential districts: 1) construction of up to two-story garages (with conditions, and 2) construction of accessory dwelling units S.R. No. 36
- D. Consideration of the approval of a first reading of an ordinance amending the City's Zoning Code. The proposed ordinance would prohibit recreational marijuana sales outlets and marijuana production, and establish conditions related to the location and operation of medical marijuana dispensaries S.R. No. 37
- E. Consideration of the approval of a resolution authorizing acceptance of grants and donations received by the Richfield Recreation Services Department and to authorize the city to administer the funds in accordance with grant agreements and terms prescribed by donors S.R. No. 38

RESOLUTION NO. 11056

**RESOLUTION AUTHORIZING ACCEPTANCE OF GRANTS RECEIVED
BY THE CITY OF RICHFIELD-RECREATION SERVICES DEPARTMENT
AND TO AUTHORIZE THE CITY TO ADMINISTER THE FUNDS IN
ACCORDANCE WITH GRANT AGREEMENTS AND TERMS
PRESCRIBED BY DONORS**

This resolution appears as Resolution No. 11056.

M/Elliott, S/Fitzhenry to approve the Consent Calendar.

Motion carried 4-0.

Item #4	CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR
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None.

Item #5	PUBLIC HEARING AND SECOND READING OF TRANSITORY ORDINANCE PROVIDING FUNDING FOR CERTAIN CAPITAL IMPROVEMENTS FROM THE SPECIAL REVENUE FUND S.R. NO. 39
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Mayor Pro Tempore Garcia presented Staff Report No. 39.

City Manager Devich explained the process of liquor store profits funding most City amenities.

Brigit Johnson, 6331-13th Avenue, questioned the transitory ordinance and funding of the bandshell. She expressed her concerns regarding environmental issues of having the bandshell at Veterans Memorial Park and that there is no public support for this location.

Jan LaVictoire, 6301 York Avenue, #103, Edina, MN, stated the bandshell should not be at Veterans Memorial Park because there is no public support and there are environmental issues.

Heidi Gaibor, 6915 Wentworth Avenue, questioned the funding and the need for a bandshell at Veterans Memorial Park.

Kristine Ehlen, 6733 Columbus Avenue, stated the Veterans Memorial Park location for the bandshell is the wrong place because the park should be preserved and wildlife protected.

Terry Straub, 7430 Portland Avenue, questioned the funding for the bandshell.

Susan Myers, 6226 Fourth Avenue, stated the bandshell funding should be kept at the \$400,000 maximum.

M/Garcia, S/Fitzhenry to close the public hearing.

Motion carried 4-0.

Council Member Fitzhenry questioned removing the bandshell funding from the transitory ordinance so it could be considered separately.

City Attorney Tietjen explained it is within the City Council's authority to separate the bandshell funding from the transitory ordinance but it would require going through the ordinance process again.

City Manager Devich stated that the City Council voted on the transitory ordinance in concept at first reading.

Council Member Elliott stated that he supported the seed money for the bandshell but voted against the Veterans Memorial Park location and additional funding. If fundraising does not occur, the City funding is back in the Special Revenue Fund for other use.

City Attorney Tietjen explained the transitory ordinance provides authority to allow the expenditure but does not dictate the location or final plans for the bandshell.

Council Member Howard stated there are still bandshell project issues needing to be done.

Council Member Fitzhenry stated he did not approve the Veterans Memorial Park location for the bandshell, but would approve the transitory ordinance to move it along. He added that he reserves the right to object to funding.

Recreation Services Director Topitzhofer explained that it is not the intention of the bandshell committee to ask for additional funding. If fundraising efforts are successful, bandshell plans and specifications will come before the City Council. If fundraising is not successful, there is no project.

M/Garcia, S/Howard that this constitutes the second reading of Bill No. 2015-3, Transitory Ordinance No. 18.98 providing funding for certain capital improvements from the Special Revenue Fund, that it be published in the official newspaper and that it be made part of these minutes.

Motion carried 4-0.

Item #6	CONSIDERATION OF THE ACCEPTANCE OF THE BID MINUTES/TABULATION AND AWARD OF CONTRACT TO MCNAMARA CONTRACTING, INC. FOR THE 2015 CONCRETE SIDEWALK, CURB AND GUTTER REPAIR PROJECT IN THE AMOUNT OF \$1,043,602.30 AND AUTHORIZE THE CITY MANAGER TO APPROVE CONTRACT CHANGES UNDER \$50,000 WITHOUT FURTHER COUNCIL CONSIDERATION S.R. NO. 40
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Council Member Fitzhenry presented Staff Report No. 40.

Public Works Director Eastling explained the process for determining the award of the contract.

M/Fitzhenry, S/Elliott to approve the acceptance of the bid minutes/tabulation and award of contract to McNamara Contracting, Inc. for the 2015 concrete sidewalk, curb and gutter repair project in the amount of \$1,043,602.30 and authorize the City Manager to approve contract changes under \$50,000 without further council consideration.

Motion carried 4.0.

Item #7	CONSIDERATION OF THE FOLLOWING RELATED TO THE 69TH STREET RECONSTRUCTION PROJECT: <ul style="list-style-type: none">• ACCEPT THE BID MINUTES/TABULATION AND AWARD CONTRACT TO RYAN CONTRACTING IN THE MOUNT OF \$1,541,254.30 FOR THE 69TH STREET RECONSTRUCTION PROJECT.• AUTHORIZE THE CITY MANAGER TO APPROVE CONTRACT CHANGES UNDER \$100,000 WITHOUT FURTHER CITY COUNCIL AUTHORIZATION• APPROVE HIRING WSB & ASSOCIATES TO PERFORM CONSTRUCTION ENGINEERING SERVICES FOR A FEE NOT TO EXCEED \$139,262 FOR THE 69TH STREET RECONSTRUCTION PROJECT S.R. NO. 41
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Council Member Elliott presented Staff Report No. 41.

M/Elliott, S/Fitzhenry to approve the following related to the 69th Street Reconstruction Project:

- Accept the bid minutes/tabulation and award contract to Ryan Contracting in the mount of \$1,541,254.30;
- Authorize the City Manager to approve contract changes under \$100,000 without further City Council authorization; and
- Approve hiring WSB & Associates to perform construction engineering services for a fee not to exceed \$139,262.

Motion carried 4-0.

Item #8	CITY MANAGER'S REPORT
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None.

Item #9	CLAIMS AND PAYROLLS
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M/Fitzhenry, S/Elliott that the following claims and payrolls be approved:

U.S. Bank		03/10/15
A/P Checks: 238843-239205	\$	1,490,135.68
Payroll: 108295-108622	\$	601,318.13
TOTAL	\$	2,091,453.81

Motion carried 4-0.

OPEN FORUM

None.

ADJOURNMENT

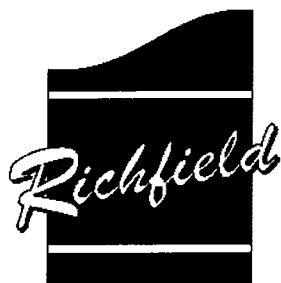
The City Council open meeting was adjourned by unanimous consent at 7:48 p.m.

Date Approved: March 24, 2015

Edwina Garcia
Mayor Pro Tempore

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



CITY COUNCIL MINUTES

Richfield, Minnesota

Special City Council Worksession

March 16, 2015

CALL TO ORDER

The meeting was called to order by Mayor Goettel at 6:15 p.m. in the Bartholomew Room.

Council Members Present:

Debbie Goettel, Mayor; Edwina Garcia; Pat Elliott; Michael Howard (arrived at 6:25 p.m.); and Tom Fitzhenry (arrived at 6:35 p.m.).

Staff Present:

Steven L. Devich, City Manager; Mike Eastling, Public Works Director; Kristin Asher, Assistant Public Works Director; and Cheryl Krumholz, Executive Coordinator.

Item # 1

DISCUSSION REGARDING the 66TH STREET RECONSTRUCTION PROJECT

Public Works Director Eastling and Assistant Public Works Director Asher discussed the 66th Street Reconstruction Project including the increased project cost estimates from Hennepin County, the City recommendation to delay the 76th Street and 65th Street projects to assist in the increased costs to the City for 66th Street; and the history of the use of street reconstruction bonds and municipal state aid (MSA) funds.

Mayor Goettel asked for an explanation for the increased cost estimates.

Jim Grube and Maury Hooper, Hennepin County, explained the increased project cost estimates, including the lane mile estimate and the heavier bidding competition environment now than in 2011 when the original project estimates were determined.

Mr. Grube added that Hennepin County stands by Richfield as a full partner in this project.

ADJOURNMENT

The meeting was adjourned by unanimous consent at 6:58 p.m.

Date Approved: March 24, 2015

Debbie Goettel
Mayor

Cheryl Krumholz
Executive Coordinator

Steven L. Devich
City Manager



STAFF REPORT NO. 42
CITY COUNCIL MEETING
3/24/2015

REPORT PREPARED BY: Steven L. Devich, City Manager
DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, Administrative Services Director
OTHER DEPARTMENT REVIEW: N/A
CITY MANAGER REVIEW: Steven L. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of authorizing the City Manager to Publish a Notice of Intent to Franchise (cable television).

EXECUTIVE SUMMARY:

CenturyLink has requested that the City of Richfield consider the grant of a cable communications franchise so CenturyLink can provide cable television services in the City. Pursuant to this request, staff has prepared the necessary documents to process the City's consideration of the grant of a competitive cable communications franchise. The first step in the process, pursuant to MN Statutes Section 238.081, is to publish a Notice of Intent to Franchise. The Notice of Intent to Franchise must be published once each for two successive weeks in the Sun Current. Notice will also be mailed directly to the existing operator, Comcast and the prospective applicant, CenturyLink.

The closing date for the submission of applications will be April 24, 2015. The attorney for the SWSCC will provide the needed analysis regarding the qualifications of the applicant.

An estimated timeline of the process is attached to this report for Council information.

RECOMMENDED ACTION:

By motion: Authorize the City Manager to publish the Notice of Intent to Franchise for two successive weeks in the Richfield Sun Current commencing April 2, 2015.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT:

Richfield has been a member City of the five City Southwest Suburban Cable Commission (SWSCC) since the early 1980s. The SWSCC has been the contact point in terms of securing and administering cable television franchises within the member cities since that time. Legal staff for the SWSCC does the background work in assessing the qualifications of an applicant for a television cable franchise and makes recommendations to the member cities on the issuance of a franchise. So the process that is being followed in this instance is the same that has been used for such franchise applications in the past.

B. POLICIES (resolutions, ordinances, regulations, statutes, exc):

The cable franchising process in Minnesota is provided for in MN Statutes Section 238.081. The City must follow the procedures and timelines as stated in the Statute.

C. CRITICAL TIMING ISSUES:

It is essential that this matter be considered at the March 24, 2015 City Council meeting in that CenturyLink has notified

the SWSCC that they are seeking to provide an application to franchise with the five cities of the SWSCC. The Notice of Intent to Franchise initiates the formal process.

D. **FINANCIAL IMPACT:**

None. The costs of the franchise application process will be reimbursed to the City of Richfield by CenturyLink.

E. **LEGAL CONSIDERATION:**

Brian Grogan, the attorney for the SWSCC, has outlined the process to be followed in responding to this franchise request and has prepared the attached Notice and all of the other documentation that will be utilized by the City in this process.

ALTERNATIVE RECOMMENDATION(S):

None

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Notice of Intent	Backup Material
<input type="checkbox"/>	Schedule	Backup Material
<input type="checkbox"/>	Official Application Form	Backup Material

**NOTICE BY THE CITY OF RICHFIELD, MINNESOTA
OF ITS INTENT TO CONSIDER AN APPLICATION FOR A FRANCHISE**

Notice is hereby given that it is the intent of the City Council of the City of Richfield, Minnesota, to consider an application for a franchise for the purpose of operating a cable communications system to serve the City of Richfield, Minnesota. This notice is given in accordance with the requirements of Minn. Stat. § 238.081.

Applications shall be submitted in response to this Notice and Request for Proposals available on request in the office of the City's outside legal counsel, Brian Grogan, Moss & Barnett, 150 South Fifth Street, Suite 1200, Minneapolis, Minnesota 55402.

- A. The deadline for submitting applications is April 24, 2015.
- B. Applications shall be in writing, notarized, in a format consistent with the Request for Proposals, and sealed with seven (7) copies enclosed. Applications shall be delivered to the attention of Steven L. Devich, City Manager, City of Richfield, 6700 Portland Avenue, Richfield, Minnesota 55423. Two (2) additional copies shall be simultaneously submitted to the City's outside legal counsel, Brian Grogan, Moss & Barnett, 150 South Fifth Street, Suite 1200, Minneapolis, Minnesota 55402.
- C. Pursuant to Minn. Stat. § 238.081 subd. 8, Applicants will be required to reimburse the City for all necessary costs of processing a cable communications franchise. Each application shall include an application fee of Ten Thousand and No/100 Dollars (\$10,000) in the form of a certified check made payable to the City of Richfield, Minnesota. Any unused portion of the application fee shall be returned to the Applicant and any additional fees required to process the application and franchise beyond the Application fee shall be assessed to the Applicant.
- D. Applicants are requested to be present at a public hearing before the City Council that is presently scheduled to be held at City Hall, beginning at approximately 7:00 p.m. on May 12, 2015. Each applicant will be given time to summarize its application.
- E. The Request for Proposals sets forth in detail the expectations of the City of Richfield, Minnesota and the requirements of the content of the franchise proposal and are made in conformance to the requirements of Minn. Stat. § 238.081, subd. 4.
- F. The services to be offered are identified in the Request for Proposals and include a system providing public, educational and governmental access channels consistent with state law; a mix, level and quality of programs and services comparable to other systems in the region serving similar sized communities and customer services and maintenance plans to ensure quality service to the subscriber. The Request for Proposals provides further details of the services to be offered.

- G. The criteria for evaluating the applications and priorities for selection are as follows:
1. The completeness of applications and conformance to Request for Proposals;
 2. Customer service policies and system testing;
 3. The legal, technical, and financial qualifications of the applicant; and
 4. The proposal for community services, including public, educational, and governmental access in accordance with state law.
- H. Applications which meet the above criteria in the opinion of the City Council shall be considered for a franchise.
- I. The applicant(s) selected by the City Council will be required to accept the franchise documents granted within thirty (30) days after adoption.
- J. All questions concerning this request should be directed to the City's outside legal counsel, Brian Grogan, Moss & Barnett, 150 South Fifth Street, Suite 1200, Minneapolis, Minnesota 55402; phone (612)877-5340.

Date: March _____, 2015

CITY OF RICHFIELD, MINNESOTA

By: _____

Its: _____

**PROCEDURAL TIMELINE REGARDING THE
REQUEST FOR A CABLE COMMUNICATIONS FRANCHISE
City of Richfield, Minnesota**

DATE	TASK
February 2015	Meeting of Commission staff and any other interested parties to review process, law, concerns.
March 24, 2015	City considers publication of Notice of Intent to Franchise.
April - June 2015	Commission begins negotiations regarding franchise terms with prospective Applicant.
April 2, 2015 and April 9, 2015	City publishes Notice of Intent to Franchise once each week for two (2) successive weeks in local newspaper. Notice also mailed directly to existing operator (Comcast) and other prospective Applicants (CenturyLink).
April 24, 2015	Closing date for submission of Application <i>[must be <u>at least</u> 20 days from date of first publication]</i> .
April/May 2015	Consideration of Application received.
April 14, 2015	City meets to call Public Hearing.
Late April 2015	City publishes Notice of Public Hearing <i>[10 to 14 days before conduct of hearing]</i> .
May 12, 2015	City conducts Public Hearing regarding Franchise Applications – considers resolution regarding qualifications.
May 2015	Preparation of report by Moss & Barnett regarding qualifications of Applicant's.
May/June, 2015	Commission meets to consider Applicant's qualifications and Moss & Barnett's report – issue recommendation to Member Cities. <i>NOTE</i> – April 22, 2015 is the Commission's next regularly scheduled meeting date.
May/June 2015	Commission considers Applicant's Franchise and issues its recommendation to the Member Cities regarding adoption of the Franchise.
June, 2015	City Council considers award of Franchise to successful Applicant(s) <i>[must be <u>at least</u> 7 days after Public Hearing – no time limit on when action must be taken]</i> .
June/July 2015	Successful Applicant accept franchise document and submits required closing documentation <i>[typically within 30 days of the grant of a franchise]</i> .

REQUEST FOR PROPOSALS Official Application Form

Applicants interested in submitting a proposal for a cable communications franchise shall submit the following information as required by Minnesota Statutes Section 238.081 (subd. 4) to the City of Richfield, Minnesota ("City") on or before April 24, 2015.

- A. Plans for channel capacity, including both the total number of channels capable of being energized in the system and the number of channels to be energized immediately.
- B. A statement of the television and radio broadcast signals for which permission to carry will be requested from the Federal Communications Commission.
- C. A description of the proposed system design and planned operation, including at least the following items:
 - 1. The general area for location of antenna and headend, if known;
 - 2. The schedule for activating cable and two-way capacity;
 - 3. The type of automated services to be provided;
 - 4. The number of channels and services to be made available for access cable broadcasting; and
 - 5. A schedule of charges for facilities and staff assistance for access cable broadcasting.
- D. Terms and conditions under which particular service is to be provided to governmental and educational entities.
- E. A schedule of proposed rates in relation to the services to be provided and a proposed policy regarding unusual or difficult connection of services.
- F. A time schedule for construction of the entire system with the time sequence for wiring the various parts of the area requested to be served.
- G. A statement indicating the applicant's qualifications and experience in the cable communications field, if any.
- H. An identification of the municipalities (including contact information for the municipal officials in each community) in which the applicant either owns or operates a cable communications system, directly or indirectly, or has outstanding franchises for which no system has been built.
- I. Plans for financing the proposed system, which must indicate every significant anticipated source of capital and significant limitations or conditions with respect to the availability of the indicated sources of capital. This information should include:
 - 1. Current financial statements;

2. Proposed sources and uses of funds for the construction project;
 3. Financial budgets for the next three (3) years;
 4. Documentation regarding the commitment of funds; and
 5. Any other information that applicant determines would be useful in evaluating its financial qualifications.
- J. A statement of ownership detailing the corporate organization of the applicant, if any, including the names and addresses of officers and directors and the number of shares held by each officer or director, and intercompany relationship, including the parent, subsidiary or affiliated company.
- K. A notation and explanation of omissions or other variations with respect to the requirements of the proposal.

Substantive amendments may be made to a proposal after a proposal has been submitted only upon approval of the City and before the award of a franchise. All proposals must be notarized and must include responses to the above information requests, as well as the information requested in the Notice by the City of its Intent to Franchise a Cable Communications System, available from the City upon request.

Applicants are advised that Comcast currently provides cable television service throughout the City of Richfield, Minnesota.

The City reserves its right to request additional information of any applicant at any time during this process.

Any questions regarding this Request for Proposals may be directed in writing to the City's outside legal counsel, Brian Grogan, Moss & Barnett, 150 South Fifth Street, Suite 1200, Minneapolis, Minnesota 55402; phone (612)877-5340.



STAFF REPORT NO. 43
CITY COUNCIL MEETING
3/24/2015

REPORT PREPARED BY: Chris Regis, Finance Manager
DEPARTMENT DIRECTOR REVIEW: Steven L. Devich, Administrative Services Director
OTHER DEPARTMENT REVIEW: None.
CITY MANAGER REVIEW: Steven L. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of a resolution amending the allocation of the 2014 General Fund Budget.

EXECUTIVE SUMMARY:

The City Charter provides that the City Council must appropriate monies for operations of the City on a departmental level basis. During the course of the year, the City Council amends the operating budget and it is referred to as the Revised Budget.

At year end, if a department within the City's General Fund exceeds its approved appropriation, a transfer of appropriations from another General Fund department is required to bring that department's budget into balance.

Two General Fund departments, Public Works and Recreation Services exceed their approved 2014 appropriations.

Public Works has exceeded its appropriation by approximately \$50,080. This was primarily due to increases in personnel costs and salt usage as a result of the extreme winter conditions at the beginning of 2014.

Recreation Services has exceeded its appropriation by approximately \$9,260. This was due to overages in publication costs and increased costs due to initiating new recreation programs. These costs have been mitigated by corresponding increases in program revenue.

To balance the appropriation of the Public Works and Recreation Services departments, a transfer of appropriations from the Public Safety department in the amount of \$76,000 is recommended.

Finally, it should be noted, that the General Fund will end 2014 with an estimated surplus of \$745,000.

RECOMMENDED ACTION:

By Motion: Approve the resolution amending the 2014 General Fund Budget by authorization of a transfer of appropriations from the Public Safety Department to the Public Works and Recreation Services Departments.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT:

- The Public Works Department's budget for 2014 exceeds the adopted appropriation by

approximately \$50,080 or 1.38%. Within the department this can be broken down to the Engineering division exceeding budget by \$4,380, the Streets division exceeding budget by \$63,580, the Parks Maintenance division exceeding budget by \$3,690 and the Forestry division exceeding budget by \$18,150. The remaining division, Administration is \$39,720 under budget.

- The cause for the divisions within the Public Works departments to exceed the adopted appropriations can be narrowed down to increased labor, contractual services, supply, and salt usage costs.
- The Recreation Services Department's budget for 2014 exceeds the adopted appropriation by approximately \$9,260 or .54%. Within the department this can be broken down to the Administration division exceeding budget by \$4,690, and the Recreation Program division exceeding budget by \$11,190. The remaining division within the department, Wood Lake Nature Center, is \$6,620 under budget.
- The cause for the Administration division is increased publication costs incurred during the year.
- The cause for the Recreation Programs division was increases in costs due to initiating new recreation programs in 2014. However, these costs were offset by corresponding increases in program revenues.
- Therefore, after the compilation of the 2014 Revised Budget, the expenditures of the Public Works and Recreation Services Departments have exceeded the appropriation contained in the 2014 Revised Budget, resulting in total 2014 expenditures to exceed appropriations by approximately \$50,080 and \$9,260 respectively.

B. **POLICIES (resolutions, ordinances, regulations, statutes, exc):**

- The City Charter provides that the City Council must appropriate monies for operations of the City on a departmental level basis.
- During the course of the year, the City Council amends the operating budget and it is referred to as the Revised Budget.

C. **CRITICAL TIMING ISSUES:**

N/A.

D. **FINANCIAL IMPACT:**

- The amount exceeding budget for the Public Works Department is approximately \$50,080.
- The amount exceeding budget for the Recreation Services Department is approximately \$9,260.
- City staff is recommending that the 2014 Revised Budget be allocated between the following departments and divisions in order to balance all City departments:

INCREASED BUDGETED EXPENDITURES

Public Works

Streets Division \$60,000

Total \$60,000

Recreation Services

Administration Division \$ 5,000

Recreation Programs \$11,000

Total \$16,000

Combined Total \$76,000

DECREASE BUDGETED EXPENDITURES

Public Safety

Police Operations \$76,000

Total \$76,000

Net Change to General Fund Budget \$ 0

E. **LEGAL CONSIDERATION:**

- City Charter provides that the City Council must appropriate funds at the department level of spending.

ALTERNATIVE RECOMMENDATION(S):

None.

PRINCIPAL PARTIES EXPECTED AT MEETING:

N/A.

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	2014 Budget Amendment Resolution	Resolution Letter

RESOLUTION NO

RESOLUTION AUTHORIZING REVISION OF 2014 BUDGETS OF VARIOUS DEPARTMENTS

WHEREAS, Resolution No. 10873 appropriated funds for personal services, other services and charges, supplies and capital outlays for each department of the City for the year 2014; and

WHEREAS, Resolution No. 11019 authorized revision of the 2014 budget various departments; and

WHEREAS, the City Manager has requested a revision of the 2014 budget appropriations in accordance with charter provisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield, MN as follows:

SUMMARY

INCREASE BUDGETED EXPENDITURES

Public Works	
Streets Division	\$60,000
Total	<u>\$60,000</u>
Recreation Services	
Administration Division	\$ 5,000
Recreation Programs Division	\$11,000
Total	<u>\$16,000</u>
Combined Total	<u>\$ 76,000</u>
<u>DECREASE BUDGETED EXPENDITURES</u>	
Public Safety Department:	
Police Operations Division	\$76,000
Total	<u>\$76,000</u>
Net Change to General Fund Budget	<u>-0-</u>

Passed by the City Council of the City of Richfield, MN. this 24th day of March, 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk



STAFF REPORT NO. 44
CITY COUNCIL MEETING
3/24/2015

REPORT PREPARED BY: Jay Henthorne, Director Of Public Safety/Chief of Police
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
OTHER DEPARTMENT REVIEW: N/A
CITY MANAGER REVIEW: Steven L. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the renewal of the contract with Adesa Minneapolis for 2015/2016 for auctioning forfeited vehicles from Public Safety/Police.

EXECUTIVE SUMMARY:

Adesa is a company used by the Public Safety Department to store and auction off seized vehicles. The City currently has a contract with Adesa and would like to renew the contract for the year 2015-2016 as the contract expires on March 31, 2015.

RECOMMENDED ACTION:

By Motion:

- **Approve the renewal of the 2015-2016 attached auction service contract between the City of Richfield and Adesa Minneapolis, for the auctioning of forfeited vehicles from Public Safety/Police.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT:

- Adesa's performance during the past year of the contract period was satisfactory. They auction forfeiture vehicles for many cities, including the City of Bloomington.
- Adesa Minneapolis has submitted the new contract for 2015-2016. The sale fee has changed from \$110 to \$125 in the new contract. No changes were made to the services they provide. Adesa indicates that, as in the past, they have three different towing services that can handle Richfield and that they will use the least expensive when they can.

B. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- Adesa Minneapolis notified the City that they wish to renew their contract with the City.
- The Public Safety Department wishes to renew the contract with Adesa Minneapolis.
- The contract has numerous conditions that must be met. Adesa Minneapolis is a reputable, established auction company that meets all contract requirements.

C. CRITICAL TIMING ISSUES:

- A 30-day written notice must be given by either party to terminate the contract.
- Public Safety must have a company to store and auction forfeited vehicles on April 1, 2015.
- Adequate space is not available in the City to store forfeited vehicles.

D. **FINANCIAL IMPACT:**

- The sale fee has increased from \$110-\$125 for the 2015-2016 contract. There is money in the Public Safety budget to cover this increase.

E. **LEGAL CONSIDERATION:**

- The City Attorney has reviewed and approved the past contract with Adesa Minneapolis and there are no contract changes under the new contract.

ALTERNATIVE RECOMMENDATION(S):

- Do not sign the contract; however, Public Safety would need to find other means to auction the forfeited vehicles.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
▣	2015/2016 Adesa Contract	Contract/Agreement

AGREEMENT BETWEEN THE CITY OF RICHFIELD AND ADESA MINNEAPOLIS

THIS AGREEMENT is made and entered into this 1st day of April, 2015 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the "City"), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as "ADESA").

WITNESSETH

WHEREAS, the City comes into possession of and is authorized to retain various motor vehicles which are identified as potentially being subject to forfeiture of other civil processes under the laws of the State of Minnesota as a result of their having been used in the connection with a criminal act (hereinafter referred to as "Forfeiture Vehicles") and upon successful completion of the forfeiture or civil process the City is authorized to dispose of said vehicles in accordance with Section 315 of the Richfield City Code; and

WHEREAS, ADESA represents that it has the professional expertise and knowledge to perform its duties as an automobile dealer, and is licensed by the State of Minnesota in that capacity; and

WHEREAS, THE City desires to hire ADESA to transport, store, repair, maintain and sell its Forfeiture Vehicles;

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall begin April 1st, 2015 and shall continue until April 1st, 2016, subject to termination as provided in Article IV.

II. DUTIES OF ADESA

A. Upon specific authorization from the City, ADESA agrees to drive or transport those vehicles identified by the City as one of its Forfeiture Vehicles to a secure location to be determined and managed by ADESA.

B. Upon receipt of a City Forfeiture Vehicle and except for fire, storm, flood, war, civil disturbance, riot, act of God, lightning, earthquake, or other similar casualty, which is not within the control of ADESA or any act/omission of City or its officers, employees or agents, ADESA accepts full responsibility for it and agrees to exercise due diligence in its care, maintenance and storage of said vehicle until the time that it is sold or released; so as to avoid waste and obtain a reasonable sale price at auction.

C. Upon specific authorization from the City, ADESA agrees to perform such minor repair work on the City's Forfeiture Vehicles so as to prepare them for auction and maximize the City's return at auction, but in no event shall such repair work exceed the cost of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) without prior, written authorization by the Richfield City Manager or his/her designee.

D. Upon specific authorization from the City, ADESA agrees to release the City's Forfeiture Vehicles prior to auction on such terms and conditions as the City may direct.

E. ADESA agrees to box and store personal property that is not affixed to, but located within, the City's Forfeiture Vehicles and upon specific authorization from the City to release such property on such terms and conditions as the City may direct.

F. Upon specific authorization from the City, ADESA agrees to promptly sell the City's Forfeiture Vehicles in a commercially reasonable manner by an open and competitive automobile dealer or salvage auction.

G. ADESA agrees to defend, indemnify and hold harmless the City, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from ADESA's (including its officials, agents or employees) performance of the duties required under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of ADESA.

H. During the term of this Agreement ADESA agrees to maintain general comprehensive liability insurance in the amount of \$1,000,000 for any damage to property, theft, loss or other claims as a result of ADESA's negligence or malfeasance in performing this Agreement. In addition, ADESA agrees to maintain such motor vehicle liability insurance as required by state and federal laws.

I. ADESA shall be licensed and bonded in the State of Minnesota to perform its duties under this Agreement and shall provide a certificate of licensure, bonding and insurance to the City.

J. ADESA agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

K. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting ADESA's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. ADESA and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. ADESA represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of ADESA or other persons, while engaged in the performance of any work or services required by ADESA under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against ADESA, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and ADESA shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

L. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

M. ADESA agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs or activities. ADESA agrees to hold harmless and indemnify the City from, costs, including by not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the ADESA. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

N. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act., Chapter 13 of the Minnesota Statutes.

O. Any Forfeiture Vehicles which ADESA has been authorized and directed to sell but was unable to under the terms of this Agreement shall be returned to the City at a site designated by it as soon as reasonably practicable but in no event more than sixty (60) days from the occurrence of the event making sale under this Agreement impossible.

III. DUTIES OF THE CITY

A. The City shall consign specifically identified Forfeiture Vehicles to ADESA to sell to the highest bidder at public dealer or salvage auctions.

B. The City shall certify that it has good title and right to sell those of its Forfeiture Vehicles which it directs and specifically authorizes ADESA to sell at public dealer or salvage auctions and shall provide and deliver merchantable title to the purchaser upon notification from ADESA.

C. The City shall defend, indemnify and hold harmless the ADESA, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages losses or expenses, including attorney fees, arising out of or resulting from the City's performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of

property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of City.

Notwithstanding the above, City shall also fully defend, indemnify and hold ADESA harmless for and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon and resulting from alleged or actual damage caused by the forfeiture process or from inaccuracy of the odometer reading on any Forfeiture Vehicle prepared in connection with the sale at auction, unless such inaccuracy is caused by an employee, agent or officer of ADESA.

D. The City shall pay to ADESA and ADESA shall deduct from the sale proceeds of the Forfeiture Vehicle, the following amounts as and for its services properly authorized and provided pursuant to this Agreement:

1. Transportation of an operable Forfeiture Vehicle to or from the City of Richfield to ADESA's designated storage site: **\$50.00.**
2. Tow of an inoperable Forfeiture Vehicle (tow or trailer) to or from the City of Richfield to ADESA's designated storage site: **Not to Exceed \$100.00.**
3. Basic cleaning of a Forfeiture Vehicle: **\$37.00.**
4. Complete detail of a Forfeiture Vehicle (vacuum and shampoo carpets, detail interior, etc.): **\$85.00.**
5. Repair of a Forfeiture Vehicle: Shop Rates.
6. Sale by auction of a Forfeiture Vehicle: **\$125.00.**
7. Release of a Forfeiture Vehicle prior to auction: **\$50.00** redemption, fee plus any charges (i.e., transportation).
8. Storage fee if car is not sold within 90 days: **\$3.00/day.**
9. Inventory fee for lease of personal property: **\$25.00.**

IV. TERMINATION

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to either party. The City reserves the right to cancel this Agreement at any time in the event of default or violation by ADESA of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

V. MISCELLANEOUS

A. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.

B. This Agreement shall not be assignable except at the written consent of the City.

C. This Agreement represents the entire Agreement between ADESA and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

D. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

E. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary modify, their programs and activities so that discrimination based on handicap is eliminated."

F. The terms and conditions of this Agreement shall be binding on ADESA's successors and assigns and to the extent any assignee of ADESA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RICHFIELD

DATED: _____

BY: _____
Director of Public Safety

DATED: _____

BY: _____

ADESA MINNEAPOLIS

DATED: _____

BY: _____

Its _____



STAFF REPORT NO. 45
CITY COUNCIL MEETING
3/24/2015

REPORT PREPARED BY: Betsy Osborn, Support Services Manager
DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Public Safety Director
OTHER DEPARTMENT REVIEW: None
CITY MANAGER REVIEW: Steven L. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the approval of the continuation of the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for the year 2015.

EXECUTIVE SUMMARY:

The City of Richfield has had a public health nursing contract with the City of Bloomington to provide public health services on Richfield's behalf for over 35 years. Richfield has found that their staff has the knowledge and resources necessary to provide a professional level of public health services to Richfield residents.

The 2015 contract reflects a 5% increase over the 2014 contract amount which is largely due to rising salary and benefit costs.

This is the City's 2015 contractual agreement with Bloomington that requires City Council approval.

RECOMMENDED ACTION:

By Motion: Approve the continuation of the agreement with the City of Bloomington for the provision of public health services for the City of Richfield for the year 2015.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT:

In 1977, the State of Minnesota enacted the Community Health Services Act, which transferred the responsibility for the administration of public health programs to local jurisdictions. The State also provided funds for the program and encouraged local jurisdictions to increase the efficiency of their programs by grouping together whenever it made sense to do so. Richfield entered into a contractual agreement with Bloomington at that time and the program has been administered under a contract with them since then. The Act was revised in 2003 and is now referred to as the Local Public Health Act.

The contract amount for providing public services in 2015 reflects a 5% increase over the 2014 contract amount. The contract amount for 2014 was \$215,430. The contract amount for 2015 is \$226,202.

In 2004, changes were made to the Public Health Act at the State level to make reporting and accountability record keeping more efficient. Those changes also "regrouped" a large number of funding sources into one, which gives more personalization of the funds for the best specific use of dollars within the community to be used in conjunction with subsidy guidelines. It is now referred to as the Local Public Health subsidy.

B. POLICIES (resolutions, ordinances, regulations, statutes, exc):

The City of Bloomington has sufficient resources to provide a professional level of public health services to Richfield residents. Annual evaluations of their services has shown that they are providing effective services in a very cost effective manner and that Richfield residents are very satisfied.

C. **CRITICAL TIMING ISSUES:**

N/A

D. **FINANCIAL IMPACT:**

The contract amount has increased from \$215,430 to \$226,202 for the 2015 contract. There is money in the Support Services budget to cover this increase.

E. **LEGAL CONSIDERATION:**

The City Attorney has reviewed the contents of the contract and has approved of it.

ALTERNATIVE RECOMMENDATION(S):

The Council could decide to have Richfield provide its own public health nursing services. The costs of hiring the nursing staff necessary to provide the same level of services and administrative support currently supplied by Bloomington would be more than our current expenditures and would require a significant budget increase.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Bloomington Nursing Contract	Contract/Agreement

AGREEMENT BETWEEN
THE CITIES OF BLOOMINGTON AND RICHFIELD
TO PROVIDE LOCAL PUBLIC HEALTH SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____,
_____, by and between the City of Bloomington, a Minnesota municipal corporation, in the
County of Hennepin, State of Minnesota ("Bloomington"), and the City of Richfield, a Minnesota
municipal corporation, in the County of Hennepin, State of Minnesota ("Richfield").

WITNESSETH:

WHEREAS, Bloomington warrants and represents that its Division of Public Health is a
public health agency operating in accordance with all applicable federal and state requirements;
and

WHEREAS, Bloomington provides local public health services, including, but not
limited to public health nursing services (including home visits), public health clinics, health
education, health promotion services, disease prevention and control, health planning, and
program administration; and

WHEREAS, Richfield wishes to promote, support, and maintain the health of its
residents by providing local public health services such as health education, communicable
disease programs, public health nursing services, health assessment, counseling, teaching, and
evaluation in the community, home and clinic setting at a nominal fee to those making use of
such services, and to contract with Bloomington, through its Division of Public Health, to
provide such services to residents of Richfield; and

WHEREAS, the governing bodies of Bloomington and Richfield are authorized by
Minnesota Statutes, Section 145A.04, Subdivision 5, and by Minnesota Statutes, Section 471.59,
Subdivision 10, to provide local public health services and to enter into agreements with each
other for the provision of local public health services by Bloomington to residents of Richfield;
and

WHEREAS, through this contractual arrangement the provision of local public health services will enable Richfield to document progress toward the achievement of statewide outcomes, as stated in Minnesota Statutes, Section 145A.06, Subdivision 5a.

NOW, THEREFORE, the parties hereto, and for consideration of the covenants hereinafter set forth, agree as follows:

I. TERM OF AGREEMENT

This Agreement shall be for a period from January 1, 2015, to December 31, 2015.

II. DUTIES OF THE PARTIES

A. Bloomington, through its Division of Public Health, agrees to provide residents of Richfield with local public health services (hereinafter called "Public Health Services"), which includes activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending Public Health Services into the community.

B. Bloomington agrees to provide Public Health Services to the residents of Richfield utilizing the same quality and kind of personnel, equipment and facilities as Public Health Services are provided and rendered to residents of Bloomington.

C. Bloomington shall provide the Public Health Services pursuant hereto on a confidential basis, using capable, trained professionals.

D. All Public Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all applicable state and federal laws, provided, however, that (i) no policy, rule, or procedure hereafter adopted by the Bloomington City Council shall in any way affect, modify, or change the obligations, duties, liabilities, or rights of the parties hereto as set out in this Agreement, or reduce or detract from the kind, quality, and quantity of Public Health Services to be provided

hereunder by Bloomington to residents of Richfield, and (ii) all such policies, rules and procedures shall be uniformly applied to all persons receiving Public Health Services.

E. Richfield agrees to pay Bloomington, for Public Health Services provided pursuant to this Agreement according to the following terms:

1. The annual sum of TWO HUNDRED TWENTY SIX THOUSAND, TWO HUNDRED TWO DOLLARS AND NO/100 (\$226,202) shall be paid in quarterly installments of FIFTY SIX THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND 50/100 (\$56,550.50) to Bloomington within fifteen (15) days of the receipt by Richfield of the statements to be given pursuant to Article II, Paragraph E.2 hereof, subject, however, to the provisions of Article II, Paragraph E.3 hereof.
2. On April 15, July 15, and October 15, 2015 and on January 15, 2016, Bloomington shall send Richfield a statement, covering the period of three (3) calendar months preceding the month in which the statement is given.
3. Should any dispute arise over this Agreement, Richfield shall pay for any undisputed charges for the previous three (3) month period when due. Disputed amounts will be addressed by both parties. If no agreeable solution is reached, the dispute will be handled pursuant to Article III, Paragraph G.

F. In the event Richfield desires to inspect the financial books and records of Bloomington related to the provision of Public Health Services hereunder, Bloomington shall make its financial books and records available at the Bloomington City Hall for inspection and copying by Richfield, or any agent, employee, or representative of Richfield, during business hours.

G. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services under this Agreement.

H. Bloomington will communicate with Richfield relative to Public Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as Richfield

shall request. All reports relating to the provision of Public Health Services that are given by Bloomington to the Bloomington City Council or to the City Manager during the term of this Agreement shall also be given to Richfield.

I. Bloomington also agrees to send to Richfield an annual report describing the Public Health Services performed pursuant to this Agreement. Said report shall be in such detail and form as Richfield may reasonably request. Also, at Richfield's request, made not more than two (2) times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Richfield City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Public Health Services rendered under this Agreement.

J. Bloomington, through its Division of Public Health, will also provide services to Richfield for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants and children and adolescents. Richfield agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2015. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Richfield residents.

K. Bloomington hereby agrees to maintain in force its present policy of commercial general liability insurance in compliance with Minnesota Statutes, Section 466, and professional liability coverage in the amount of at least \$1,500,000 per occurrence for the term of this Agreement. Said policy shall be with an insurance company authorized to do business in Minnesota. If requested, Bloomington will provide a certificate of insurance evidencing such coverage. Richfield shall be named as an additional insured on Bloomington's commercial general liability insurance only.

L. Bloomington shall further require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.

M. Bloomington and Richfield understand and agree that each shall apply and qualify, independently and separately, for any and all grants, matching funds, and/or payments of all kind from state, federal, and other governmental bodies relating to, or for the provision of, any or all of the Public Health Services, and any and all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient thereof shall determine, without regard to this Agreement.

N. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to an officer of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

To Bloomington: 1800 West Old Shakopee Road
Bloomington, Minnesota 55431
Attention: City Manager

To Richfield: 6700 Portland Avenue South
Richfield, Minnesota 55423
Attention: City Manager

Such addresses may be changed by either party upon notice to the other party given as herein provided.

III. GENERAL PROVISIONS

A. Entire Agreement. This Agreement represents the entire Agreement between Richfield and Bloomington and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof. Amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement must be in writing and signed by both parties.

B. Americans With Disabilities Act. The parties agree to comply with the following laws and regulations:

1. Richfield agrees to comply with the Americans With Disabilities Act (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as applicable. Richfield will not discriminate on the basis of disability with respect to participation in and access to its services, programs, or activities. Richfield agrees to hold harmless and indemnify Bloomington from costs, including but not limited to damages and reasonable attorney's fees in any action or proceeding brought by third parties alleging a violation of the ADA and/or Section 504 caused by Richfield.
2. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. For information contact the Human Services Division, City of Bloomington, 1800 Old West Shakopee Road, Bloomington, Minnesota 55431; telephone (952) 563-8700; TTY: (952) 563-8740.
3. Bloomington agrees to comply with the Americans With Disabilities Act (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, as applicable, in carrying out the services under this Agreement. Bloomington will not discriminate on the basis of disability with respect to participation in and access to Richfield's services, programs or activities. Bloomington agrees to hold harmless and indemnify Richfield from costs, including but not limited to damages and reasonable attorney's fees in any action or proceeding brought by third parties alleging a violation of the ADA and/or Section 504 caused by Bloomington.

4. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A.

C. Non-Assignment. The parties agree that this Agreement shall not be assignable except at the written consent of both parties.

D. Minnesota Government Data Practices Act. Richfield and Bloomington will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, as amended.

E. Examination of Documents. The books, records, documents, and accounting procedures of Richfield, relevant to this Agreement, are subject to examination by Bloomington, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

F. Liability. Liability for Richfield and Bloomington shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466. Nothing in this Section is intended or shall operate as a waiver of any defenses or limitations on liability available under the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466. The provisions of this Section are not intended for the benefit of any third party. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

G. Mediation. Bloomington and Richfield agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

H. Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.

I. Signatory. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

IV. TERMINATION

Either party may terminate this Agreement for any reason upon giving one hundred twenty (120) days advanced written notice to the other party. Upon such termination, all obligations and liabilities of the parties hereunder shall cease and terminate, except the provisions of Article II, paragraphs K and L listed above shall continue and survive such termination. Also, in the event of termination pursuant hereto, the quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Bloomington shall send to Richfield, within thirty (30) days after such termination, a report in the form of, and in lieu of, the annual report required by Article II, Paragraph I hereto, and Richfield shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of report.

Bloomington reserves the right to cancel this Agreement at any time in event of default or violation by Richfield of any provision of this Agreement. Bloomington will provide a thirty (30) day written notice period within which Richfield may cure said default or violation. In the event the default or violation are not cured, Bloomington may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their corporate seal to be affixed hereto the day and year first above written.

CITY OF BLOOMINGTON:

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney

CITY OF RICHFIELD:

Dated: _____

By: _____
Its Mayor

Dated: _____

By: _____
Its City Manager



STAFF REPORT NO. 46
CITY COUNCIL MEETING
3/24/2015

REPORT PREPARED BY:

Melissa Poehlman, City Planner

DEPARTMENT DIRECTOR REVIEW:

John Stark, Community Development Director

OTHER DEPARTMENT REVIEW:

None

CITY MANAGER REVIEW:

Steven L. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the second reading of an ordinance amending the City's Zoning Code and a resolution approving summary publication of said ordinance. The proposed ordinance would allow the following in the Single-Family Residential Districts: 1) construction of up to two-story garages (with conditions), and 2) construction of accessory dwelling units.

EXECUTIVE SUMMARY:

At the request of the Planning Commission, staff has drafted the attached ordinance related to taller accessory garage structures and accessory dwelling units. The ordinance is based on feedback received from Richfield's online forum (Richfield Connect) and a Planning Commission work session held last December. The proposed ordinance would allow both taller accessory garage structures and accessory dwelling units (ADUs) in the R (Single-Family) and R-1 (Low-Density Single-Family) Residential Districts with conditions. Conditions include limiting height based on the width of the lot, requiring complimentary building materials, requiring owner occupancy of one unit in the case on an ADU and the provision of adequate parking.

A public hearing was held before the Planning Commission on February 23rd and no members of the public spoke. The Planning Commission voted unanimously to approve the proposed ordinance.

RECOMMENDED ACTION:

By motion:

- 1) Approve the second reading of the ordinance amending the Richfield City Code to allow taller accessory garages and accessory dwelling units in the Single-Family Residential Districts; and**
- 2) Approve the resolution authorizing summary publication of an ordinance amending regulations related to taller accessory garages and accessory dwelling units in the Single-Family Residential Districts.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT:

None.

B. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Summary of Proposed Changes:

- Accessory Garages in R and R-1 District:

- Under no circumstances can the height, lot coverage or total floor area of an accessory garage exceed that of the principal residential structure. The floor area of accessory garages is defined to include space devoted to vehicle parking, storage and non-garage uses such as an accessory dwelling unit, office or similar habitable space. Floor area does not include crawl spaces or attic storage. Note - Overall square footage allowances for

accessory garage structures have not changed and remain 1,000 square feet.

- For residential lots that are less than 75 ft. in width, the height of an accessory garage may be increased from 14 ft. up to 18 ft. or 1-1/2 stories, whichever is less.
- For residential lots that are 75 ft. or greater in width, the height of an accessory garage may be increased from 14 ft. up to the height of the principal residential structure (maximum 25 feet).
- Setback reductions shall not be available for accessory garages that exceed 14 feet in height.
- Design standards applicable to taller garages:
 - Primary exterior materials of the accessory garage must match the primary exterior materials of the principal building.
 - Roof pitch must be substantially similar to roof pitch of primary structure.
 - Windows, false windows, doors or similar openings are required on all second story walls.

General Garage Changes (applicable to attached and detached):

- Garage door height limited to nine feet.

Accessory Dwelling Units (ADUs):

- Units may be internal to primary structure, attached to primary structure or detached (in an accessory garage structure).
- Exterior materials must match existing structures.
- No more than one ADU shall be allowed on a lot.
- ADUs shall be permitted as an accessory to single-family homes only.
- The ADU shall not create a separate tax parcel.
- An owner of the property must occupy at least one dwelling unit on the lot as their primary place of residence and homesteading is required.
- A rental license shall be required in accordance with current City requirements.
- Minimum area: 300 square feet; Maximum area: 800 square feet or the size of the principal dwelling, whichever is less.
- Principal dwelling units must continue to meet minimum floor area requirements of the R and R-1 Districts (960 and 1,100 square feet, respectively) or not increase the degree of nonconformity.
- Creation of an internal or attached ADU shall not result in the creation of additional entrances facing the public street.
- Conversion of garage space without replacement of the garage space (up to 2 spaces) is not permitted.
- A minimum of three off-street parking spaces are required in order to add an ADU of any kind.

C. CRITICAL TIMING ISSUES:

None

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on February 23, 2015.
- Notice of the public hearing was published in the Sun Current newspaper in accordance with State and Local requirements. No members of the public spoke.
- The Planning Commission recommended approval of the proposed amendment (7-0).
- A first reading of the proposed ordinance was approved on March 10, 2015.
- If approved, the ordinance will take effect following publication in the Sun Current Newspaper.
- In instances where the full text of an amendment is cumbersome and the expense of publication of the full text is not justified, the City is permitted to publish a summary of the approved text.

ALTERNATIVE RECOMMENDATION(S):

- Approve the attached ordinance with amendments.
- Reject the proposed ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
▣	Ordinance	Ordinance
▣	Resolution	Resolution Letter
▣	Richfield Connect Summary	Backup Material
▣	Richfield Connect Report	Backup Material
▣	Zoning Map	Exhibit

BILL NO. _____

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE TO ALLOW TALLER
ACCESSORY GARAGES AND ACCESSORY DWELLING UNITS IN THE SINGLE-
FAMILY RESIDENTIAL DISTRICTS**

THE CITY OF RICHFIELD DOES ORDAIN:

- Section 1 A new Subsection 507.07, Subdivision 43 of the Richfield City Code to read as follows is added, and by now renumbering all following subdivisions accordingly:
- Subd. 43.** "Dwelling unit, accessory." A dwelling unit that is located on the same lot as a principal residential structure to which it is accessory, and that is subordinate in area to the principal dwelling.
- Section 2 Subsection 509.09, Subdivision 5 of the Richfield City Code related to accessory building regulations is amended to read as follows:
- Subd. 5.** *Lot coverage and height.* No accessory building shall be greater in lot coverage or floor area than the principal building, or greater in height than the principal building.
- Section 3 Subsection 514.05, Subdivision 3 of the Richfield Code relating to allowable accessory uses in the R District is amended to read as follows:
- Subd. 3.** Private garages (includes attached and detached) or carports:
- a) That do not exceed 1,000 square feet in gross-floor area;. In the case of detached garages, floor area shall include space devoted to vehicle parking, storage and non-garage uses such as an accessory dwelling unit, office, or similar habitable space. Floor area shall not include crawl spaces or attic storage;
 - b) That do not exceed an aggregate of 1,200 square feet (or 13% of lot area in the case of lots of 15,000 square feet or more) in gross-floor area when combined with all other accessory buildings and attached garages on the lot; and;
 - c) That are constructed in accordance with Subdivision 2 of this subsection; and
 - d) In no event shall the height of a garage door or carport opening, measured from the floor to the trim covering the door header, exceed nine (9) feet.
- Section 4 Subsection 514.05, Subdivision 7 of the Richfield Code relating to allowable accessory uses in the R District is amended to read as follows:

Subd. 7. The accommodation of one (1) roomer in addition to the family, provided that:

- a) The roomer plus the family shall not exceed a total of five (5) persons (see definition of family); and
- ~~b) Such arrangement does not constitute an accessory apartment; and~~
- ~~eb) Adequate off-street parking is available.~~

Section 5

A new Subsection 514.05, Subdivision 8 of the Richfield City Code relating to allowable accessory uses in the R District to read as follows is added, and by now renumbering all following subdivisions accordingly:

Subd. 8. Internal, attached, and detached accessory dwelling units shall be allowed, provided that:

- a) The principal residential structure is a permitted or conditional single-family dwelling;
- b) No more than one accessory dwelling unit shall be allowed on a lot;
- c) The lot must meet current minimum width and depth requirements;
- d) The creation of an accessory dwelling unit shall not create a separate tax parcel;
- e) An owner of the property must occupy at least one dwelling unit on the lot as their primary place of residence. Proof of homesteading shall be required and variances from this provision shall not be considered;
- f) A rental license for the non-owner-occupied unit shall be required in accordance with Section 407 of the City Code;
- g) Accessory dwelling units must have a minimum area of 300 square feet and cannot exceed 800 square feet or the gross floor area of the principal dwelling, whichever is less;
- h) Principal dwelling units must continue to meet minimum floor area requirements or not increase the degree of nonconformity in this matter;
- i) The primary exterior materials of an attached accessory dwelling unit must match those of the principal structure. Exterior materials for new construction related to any type of accessory dwelling unit must match the structure to which it is attached;
- j) The creation of an attached or internal accessory dwelling unit shall not result in the creation of additional entrances facing the public street on the primary structure;
- k) Exterior stairways leading to an upper story accessory dwelling unit shall be allowed so long as the staircase and railing are not constructed with raw or unfinished lumber;
- l) Conversion of garage space to an accessory dwelling unit is prohibited unless the garage space is replaced. Space within a garage that exceeds what is necessary for two vehicles may be converted without replacement; and

m) A minimum of three off-street parking spaces is required in order to add an accessory dwelling unit of any kind.

Section 6

Subsection 514.13, Subdivisions 2-4 of the Richfield Code relating to building heights and setbacks in the R District are amended to read as follows:

Subd. 2. Building setback and maximum height (measurements in feet).

Use	Front	Rear	Interior Side	Street/Corner Side	Maximum Height (as defined in 507.07, Subd. 53)
Single-family building (but see Subd. 3 and 5)	30	25	5	12	25
Two-family building (but see Subd. 3 and 5)	30	25	10	12	25
Cluster home development in R-SFH guided area (but see Subd. 3 and 5) ¹	10	25	5	12	25 (but see Subd. 8)
Cluster home development in non-R-SFH guided area (but see Subd. 3 and 5) ¹	30	25	5	12	25 (but see Subd. 8)
Accessory - garage (but see Subd. 3-6)	30	3 (5 if utility easement or greater than 14 ft. tall)	5	12	14 ² (but see Subd. 7)
Accessory - nongarage (but see Subd. 4 and 5)	30	3 (5 if utility easement)	5	12	12 ³
Nonresidential building (but see Subd. 5 and 7)	40	30	30	30	42

Accessory building to nonresidential use (but see Subd. 5)	40	10	10	30	15
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¹ Setbacks for cluster home developments shall apply to the perimeter of the development. Setbacks between attached and detached units within a cluster home development must comply with applicable building and fire codes. (Added, Bill No. 1996-22)

² For garages, height is measured on the side of the building with the vehicle door. ~~The storage height above the parking area in a detached garage cannot exceed six (6) feet in height.~~

³ For nongarage accessory structures, height is measured from the ground level to the highest point of the roof.

Subd. 3. *Setback reductions for principal buildings.* The following setback reductions apply in the R District:

a) On a corner lot, the street side setback requirement shall be the lesser of 12 feet or the established street side setback of the existing principal building on the same lot for single-family, two-family and cluster home development structures. In any case the provisions of paragraphs d) and e) of this subdivision shall be applicable; (Amended, Bill No. 1996-22)

b) The front setback requirement for a new single-family dwelling, two-family dwelling or cluster home development on a lot may be reduced to not less than the average existing front setback of the dwelling(s) which front on the same street and abut such lot, to a minimum setback of 20 feet; (Amended, Bill No. 1996-22)

c) With respect to single-family homes existing on or before June 1, 1995, the interior side setback requirement may be reduced to not less than three (3) feet for the purpose of constructing an attached garage or a two-car garage to replace a single-car garage, provided the following conditions are met:

(i) A letter of consent signed by the owner of the property that abuts the interior lot line shall be submitted to the city;

(ii) The garage shall be located a distance of not less than eight (8) feet from any building on an abutting lot;

(iii) The width of the garage shall not exceed 20 feet, and the length shall not exceed 26 feet;

(iv) Accessory garages built under this Subdivision are limited to 14 feet in height;

(iv) The garage wall most parallel and adjacent to the interior lot line shall have no more than a one-foot roof overhang (eave projection); and

~~(v) The garage wall most parallel and adjacent to the interior lot line shall be constructed with no openings, and with materials which provide a one (1) hour fire rating; and~~

(vi) A drainage plan shall be approved by the Engineering Department prior to issuance of building permits.

d) Windows or window units may project a maximum of 24 inches into a required front yard, street side yard, or rear yard of a dwelling, provided that the floor area is not increased by more than ten (10) square feet, however, in no case shall they be closer than six (6) feet from any lot line;

e) Those items classified as "not encroachments" in Section 509.11

f) The setback requirements for cluster home developments may be reduced to 25 feet in the front and 12 feet in the rear if the following criteria are met:

(i) The project can demonstrate that a superior design is achieved through the reduced setback. Evidence of a superior design may include but is not limited to the preservation of a natural feature, creation of an amenity, creation of public open space, or incorporation of special features to meet the needs of the target population;

(ii) The reduced setback does not adversely affect the overcrowding, or other similar impacts; and

(iii) The impact of the reduced setback is minimized through the presence of features such as landscaping or other means of buffering, a limited number of building openings in the portion of the structure that infringes upon the setback, building orientation, minimized garage door dominance, or other similar features.

g) In required front yards, covered porches attached to the principal building that extend no more than ten (10) feet, provided that the porch is no closer than 20 feet from the front lot line and that the design of the porch is approved by the Community Development Director. The Community Development Director must make the following findings to approve a porch encroachment up to ten (10) feet:

(i) The exterior materials of the proposed porch are consistent or complementary in color, texture and quality with those visible at the front of the dwelling;

(ii) The roof of the proposed porch is properly proportioned to and integrated with the roof of the dwelling and has no less than a 3:12 slope;

(iii) The base of the porch is not open and its appearance is consistent with the base of the dwelling;

(iv) At least 65 percent of the exposed porch facade is open or occupied by windows, screens, and/or doors of transparent material; the facade constitutes the area from the floor level of the porch to the porch ceiling; and

(v) Plans are prepared by a registered architect or reviewed by the a design advisor selected by the Community Development Department;

The Director may attach conditions to the approval of the porch encroachment as needed to make the required findings; and

h) In required residential street/corner side yards, covered porches attached to the front of a principal building that extend no more than ten (10) feet, provided that the porch is no closer than 20 feet from the street side lot line and that the design of the porch is approved by the Community Development Director. The Director must make the findings required by Section 514.13, Subd. 3(g). The Director may attach conditions to the approval of the porch encroachment as needed to make the required findings.

Subd. 4. *Setback reductions for residential accessory buildings.* The following setback reductions apply in the R District:

a) The interior side setback requirement for single-story accessory buildings located entirely five (5) or more feet beyond the rear building line of the principal building may be reduced to three (3) feet (Figure 10); and

b) On lots which provide alley access to the rear and there is no utility easement, a detached garage may be located no less than two (2) feet from the rear lot line, provided that the setback requirement of Section 514.13, Subd. 6 of this code and all building codes are met.

Section 7

A new Subsection 514.13, Subdivision 7 of the Richfield City Code relating to building setbacks and height in the R District to read as follows is added, and by now renumbering all following subdivisions accordingly:

Subd. 7. *Additional height for accessory garages.* The maximum height of an accessory garage may be increased when the following conditions are met:

a) For lots that are less than 75 feet in width, a detached accessory garage may not exceed the height of the principal residential structure, 1 – ½ stories or 18 feet, whichever is less. In no case shall the highest point of the roof of the detached accessory garage exceed the highest point of the roof of the principal residential structure.

b) For lots that are 75 feet or greater in width, a detached accessory garage may not exceed the height of the principal structure. In no

case shall the highest point of the roof of the detached accessory garage exceed the highest point of the roof of the principal residential structure.

- c) Primary exterior materials of the accessory garage/structure must match the primary exterior materials of the principal building and the roof pitch must be substantially similar to the primary roof pitch of the principal building;
- d) Windows, false windows, doors or similar openings are required on all second story walls.

Section 8

Subsection 518.05, Subdivision 3 of the Richfield Code relating to allowable accessory uses in the Low Density Single-Family Residential (R-1) District is amended to read as follows:

Subd. 3. Private garages (includes attached and detached) or carports:

- a) That do not exceed 1,000 square feet in gross-floor area;. In the case of detached garages, floor area shall include space devoted to vehicle parking, storage and non-garage uses such as an accessory dwelling unit, office, or similar habitable space. Floor area shall not include crawl spaces or attic storage;
- b) That do not exceed an aggregate of 1,300 square feet (or 13% of lot area in the case of lots of 15,000 square feet or more) in gross-floor area when combined with all other accessory buildings and attached garages on the lot; and;
- c) That are constructed in accordance with Subdivision 2 of this subsection; and
- d) In no event shall the height of a garage door opening or carport, measured from the floor to the trim covering the door header, exceed nine (9) feet.

Section 9

Subsection 518.05, Subdivision 7 of the Richfield City Code relating to allowable accessory uses in the R-1 District is amended to read as follows:

Subd. 7. The accommodation of one (1) roomer in addition to the family, provided that:

- a) The roomer plus the family shall not exceed a total of five (5) persons (see definition of family); and
- ~~b) Such arrangement does not constitute an accessory apartment; and~~
- ~~e) Adequate off-street parking is available.~~

Section 10

A new Subsection 518.05, Subdivision 8 of the Richfield City Code relating to allowable accessory uses in the R-1 District to read as follows is added, and by now renumbering all following subdivisions accordingly:

Subd. 8. Internal, attached, and detached accessory dwelling units shall be allowed, provided that:

- a) The principal residential structure is a permitted or conditional single-family dwelling;
- b) No more than one accessory dwelling unit shall be allowed on a lot;
- c) The lot must meet current minimum width and depth requirements;
- d) The creation of an accessory dwelling unit shall not create a separate tax parcel;
- e) An owner of the property must occupy at least one dwelling unit on the lot as their primary place of residence. Proof of homesteading shall be required and variances from this provision shall not be considered;
- f) A rental license for the non-owner-occupied unit shall be required in accordance with Section 407 of the City Code;
- g) Accessory dwelling units must have a minimum area of 300 square feet and cannot exceed 800 square feet or the gross floor area of the principal dwelling, whichever is less;
- h) Principal dwelling units must continue to meet minimum floor area requirements or not increase the degree of nonconformity in this matter;
- i) The primary exterior materials of an attached accessory dwelling unit must match those of the principal structure. Exterior materials for new construction related to any type of accessory dwelling unit must match the structure to which it is attached;
- j) The creation of an attached or internal accessory dwelling unit shall not result in the creation of additional entrances facing the public street on the primary structure;
- k) Exterior stairways leading to an upper story accessory dwelling unit shall be allowed so long as the staircase and railing are not constructed with raw or unfinished lumber;
- l) Conversion of garage space to an accessory dwelling unit is prohibited unless the garage space is replaced. Space within a garage that exceeds what is necessary for two vehicles may be converted without replacement; and
- m) A minimum of three off-street parking spaces is required in order to add an accessory dwelling unit of any kind.

Section 11

Subsection 518.13, Subdivisions 2-4 of the Richfield City Code relating to building height and setbacks in the R-1 District are amended to read as follows:

Subd. 2. Building setback and maximum height (measurements in feet).

Use	Front	Rear	Interior Side	Street/Corner Side	Maximum Height (as defined in 507.07, Subd. 53)
Single-family building (but see Subd. 3 and 5)	30	25	10	15	35
Accessory; garage (but see Subd. 3-6)	30	3 (5 if utility easement or greater than 14 ft. tall)	10	12	14 ¹ (but see Subd. 7)
Accessory; nongarage (but see Subd. 4 and 5)	30	3 (5 if utility easement)	5	12	12 ²

¹ For garages, height is measured on the side of the building with the vehicle door. The storage height above the parking area in a detached garage cannot exceed six (6) feet in height.

² For nongarage accessory structures, height is measured from the ground level to the highest point of the roof.

Subd. 3. Setback reductions for principal buildings. The following setback reductions apply in the R-1 District:

- a) On a corner lot, the street/corner side setback requirement shall be the lesser of 15 feet or the established street side setback of the existing principal building on the same lot. In any case the provisions of paragraphs c) and d) of this subdivision shall be applicable;
- b) With respect to dwellings existing on or before June 1, 1995, the interior side setback requirement may be reduced to not less than five (5) feet for the purpose of constructing an attached garage or a two-car garage to replace a single-car garage, provided the following conditions are met:
 - (i) A letter of consent signed by the owner of the property that abuts the interior lot line shall be submitted to the city;

- (ii) The garage shall be located a distance of not less than 15 feet from any building on an abutting lot;
 - (iii) The width of the garage shall not exceed 22 feet, and the length shall not exceed 26 feet;
 - (iv) A drainage plan shall be approved by the Engineering Department prior to issuance of building permits.
 - (v) Accessory garages built under this Subdivision are limited to 14 feet in height.
- c) Windows or window units may project a maximum of 24 inches into a required front yard, street side yard, or rear yard of a dwelling, provided that the floor area is not increased by more than ten (10) square feet, however, in no case shall they be closer than eight (8) feet from any lot line;
- d) Those items classified as "not encroachments" in Section 509.09
- e) In required front yards, covered porches attached to the principal building that extend no more than ten (10) feet, provided that the porch is no closer than 20 feet from the front lot line and that the design of the porch is approved by the Community Development Director. The Community Development Director must make the following findings to approve a porch encroachment up to ten (10) feet:
- (i) The exterior materials of the proposed porch are consistent or complementary in color, texture and quality with those visible at the front of the dwelling;
 - (ii) The roof of the proposed porch is properly proportioned to and integrated with the roof of the dwelling and has no less than a 3:12 slope;
 - (iii) The base of the porch is not open and its appearance is consistent with the base of the dwelling;
 - (iv) At least 65 percent of the exposed porch facade is open or occupied by windows, screens, and/or doors of transparent material; the facade constitutes the area from the floor level of the porch to the porch ceiling; and
 - (v) Plans are prepared by a registered architect or reviewed by the a design advisor selected by the Community Development Department;

The Director may attach conditions to the approval of the porch encroachment as needed to make the required findings; and

- f) In required residential street/corner side yards, covered porches attached to the front of a principal building that extend no more than ten (10) feet, provided that the porch is no closer than 20 feet from the street side lot line and that the design of the porch is approved by the Community Development Director. The Director must make the findings required by Section 518.13, Subd. 3(e). The Director may attach conditions to the approval of the porch encroachment as needed to make the required findings.

Subd. 4. *Setback reductions for residential accessory buildings.* The following setback reductions apply in the R-1 District:

- a) The interior side setback requirement for single-story accessory buildings located entirely five (5) or more feet beyond the rear building line of the principal building may be reduced to three (3) feet (Figure 12); and
- b) On lots which provide alley access to the rear and there is no utility easement, a detached garage may be located no less than two (2) feet from the rear lot line, provided that the setback requirement of Section 518.13, Subd. 6 of this code and all building codes are met.

Section 11

A new Subsection 518.13, Subdivision 7 relating to building height and setbacks in the R-1 District of the Richfield City Code is added to read as follows:

Subd. 7. *Additional height for accessory garages.* The maximum height of an accessory garage may be increased when the following conditions are met:

- e) For lots that are less than 75 feet in width, a detached accessory garage may not exceed the height of the principal residential structure, 1 – ½ stories or 18 feet, whichever is less. In no case shall the highest point of the roof of the detached accessory garage exceed the highest point of the roof of the principal residential structure.
- f) For lots that are 75 feet or greater in width, a detached accessory garage may not exceed the height of the principal structure. In no case shall the highest point of the roof of the detached accessory garage exceed the highest point of the roof of the principal residential structure.
- g) Primary exterior materials of the accessory garage/structure must match the primary exterior materials of the principal building and the roof pitch must be substantially similar to the primary roof pitch of the principal building;
- h) Windows, false windows, doors or similar openings are required on all second story walls;

Section 12

This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this ____ day of _____, 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE ALLOWING
CONSTRUCTION OF TALLER ACCESSORY GARAGES AND
ACCESSORY DWELLING UNITS
IN THE
SINGLE-FAMILY RESIDENTIAL DISTRICTS**

WHEREAS, the City has adopted the above referenced amendment of the Richfield City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE
TO ALLOW TALLER ACCESSORY GARAGES AND
ACCESSORY DWELLING UNITS IN THE
SINGLE-FAMILY RESIDENTIAL DISTRICTS**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance revised rules related to the allowable dimensions of accessory garages structures in the Single-Family Residential Districts (R and R-1). The ordinance allows increased height (up to two-stories) under certain conditions. In no case can an accessory garage structure exceed the height or floor area of the principal structure. Overall size and lot coverage limitations remain in effect. Regulations also address setbacks for taller garages and applicable design criteria.

The ordinance also created rules related to accessory dwelling units in the Single-Family Residential Districts (R and R-1). The ordinance permits three types of accessory dwelling units (ADUs): internal, attached and detached. A number of conditions related to size, appearance, occupancy and available parking apply.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of March, 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Richfield Connect Topic Summary

OVERVIEW

Topic Question:

What do you think about the idea of two-story detached garages?

Description or Subtitle:

City Ordinances currently limit the height of detached garages to 14 feet (one story). There has been interest in increasing this height allowance. What are your thoughts on taller detached garages? Would you be in favor of increased height to allow for storage area above (one and a half stories)? What about two-story garages that would have usable space for a workshop, office or living space on the second floor?

Reason or Goal of the Question: To receive feedback from citizens regarding two-story garages

DETAILS

Date Posted: 6/16/2014

Date Closed: 7/13/2014

Question Type: Idea Submission

Number of Ideas: 18

Number of Comments: 17

RESULTS

Summary of results:

Nearly all comments were supportive of allowing two-story garages, though many expressed concerns about architectural compatibility and visibility from the street. Aside from aesthetic concerns, residents also brought up possible nuisance concerns with businesses operating out of residential neighborhoods, vehicle traffic/noise, etc. There were no comments explicitly opposed to allowing two-story garages. Several participants suggested that adding this flexibility could help current Richfield residents stay in their homes as their families grow/change. Four commenters expressed specific interest in allowing mother-in-law apartments/suites in two-story garages as well.

Richfield Connect Topic Summary, cont.

A few comments expressed surprise that two-story garages were not already permitted. Overall, the concept has strong support from this (limited) audience - as long as there are controls in place to regulate architecture/character, placement/setbacks, and potential impact on neighboring properties.

Most Popular Comments:

- "The biggest challenge for GROWING families to stay in Richfield is the house size. If you can add to the garage great--maybe that would keep (increase the probability) a few more families or small businesses that literally start in or work in the garage. Just because it isn't attached, it can't be added onto? At minimum 1.5 stories should strongly be considered. It will ultimately help keep the community more vibrant, the schools population more stable and money circulating to area businesses."
- "I think this is a very interesting idea. I had to do a Google search to see what a two-story detached garage would look like. Overall, I think it is a cool concept and I wouldn't be object to having them in Richfield. With that being said, I do think the city should take steps to make sure the garage fits into the look and feel of the city. A big pole barn garage would not fit the neighborhood, so as long as the city is considering things like that I think it is a good idea."
- "I think anytime a homeowner wants to add on, enhance or upgrade their home it is a good thing for the neighborhood and community. Some homes are very small in our community and adding on to the garage is a nice option. Edina and areas of Minneapolis now have a moratorium on big expansions- so it's a bonus to Richfield to encourage residents to add additions to their homes/garages."

Implications & Next Steps:

Planning Commission Study Session – 12/8/14

Planning Commission Public Hearing – 2/23/15

City Council Ordinance Amendment – March 2015



Topic Name: Two-Story Garages

Idea Title: Encouraging remodeling is good for the city

Idea Detail: I think anytime a homeowner wants to add on, enhance or upgrade their home it is a good thing for the neighborhood and community. Some homes are very small in our community and adding on to the garage is a nice option. Edina and areas of Minneapolis now have a moratorium on big expansions- so it's a bonus to Richfield to encourage residents to add additions to their homes/ garages.

Idea Author: Sara S

Number of Seconds 0

Number of Points 9

Number of Comments 0

Idea Title: I am in favor of changing the ordinance.

Idea Detail: I don't think our family would increase our garage height but it'd be cool for people to have the option in Richfield!

Idea Author: Michelle V

Number of Seconds 0

Number of Points 8

Number of Comments 0

Idea Title: I think it is time for this change.

Idea Detail: Current economic conditions require many individuals to become independent contractors. They may need to open offices in a space such as this in order to develop a fledgling business. This is in the best of traditions of American entrepreneurship!

Idea Author: Chuck S

Number of Seconds 0



Number of Points 7

Number of Comments 2

Comment 1: Hi Jenn. The City has strict regulations on the types of businesses that are permitted to be operated from a single-family residence. Those regulations are specifically intended to prohibit business activities that would bother neighbors. If you would like us to check into the operations in your neighborhood, please give us a call at 612-861-9760. | By Melissa P

Comment 2: I agree - but must say that the full on construction business that's running out of the driveway and garage of a house down the street from me is not favorable. I can't imagine what it will be like when/if they can build a 2 story garage. On the other hand, I think a 2-story garage will be a great option for many homes in Richfield, and will allow home-owners more flexibility in adding space and upgrading their property. | By Jenn D

Idea Title: I would be in FAVOR of 2-story or 1.5 story additions.

Idea Detail: The biggest challenge for GROWING families to stay in Richfield is the house size. If you can add to the garage great--maybe that would keep (increase the probability) a few more families or small businesses that literally start in or work in the garage. Just because it isn't attached, it can't be added onto? At minimum 1.5 stories should strongly be considered. It will ultimately help keep the community more vibrant, the schools population more stable and money circulating to area businesses.

Idea Author: Steve W

Number of Seconds 0

Number of Points 6

Number of Comments 0

Idea Title: Why not?

Idea Detail: I think this is a very interesting idea. I had to do a google search to see what a two-story detached garage would look like. Overall, I think it is a cool concept and I wouldn't be object to having them in Richfield. With that being said, I do think the city should take steps to make sure the garage fits into the look and feel of the city. A big pole barn garage would not fit the neighborhood, so as long as the city is considering things like that I think it is a good



idea.

Idea Author: Ted W

Number of Seconds 0

Number of Points 6

Number of Comments 5

Comment 1: I have a couple examples...they are all a little different too. I have admired all of these structures and feel they add to the property and for sure fit in. 6819 Irving. 6830 Newton. 6801 Newton. | By Ted W

Comment 2: I agree Ted. We live by some large two story garages and they stick out and do not fit the look of the neighborhood. My other thought is the intent of the large garage. We have had issues with semi trucks and semi truck storage on our street in the past. | By Katie E

Comment 3: Sorry, try this link: <http://bit.ly/1yaiwqu> | By Sean H

Comment 4: Can't speak for Ted, but this is a nice story-and-a-half detached garage off 32nd and Colfax: <https://www.google.com/maps/@44.944723,-93.292335,3a,89.8y,335h,83.86t/data=!3m4!1e1!3m2!1sEEs5-vvXtrwfJG8PKlw0w!2e0>. (Although I wish they'd remove that errant driveway apron!) | By Sean H

Comment 5: Thanks for your comments, Ted. If you found some good examples on the web, would you consider sharing them? | By Melissa P

Idea Title: I Love this idea!

Idea Detail: As a backyard self mechanic with racecar and offroad vehicles as hobbies, I could make sure those vehicles were not out in the open and possibly causing neighborhood eyesores.

Idea Author: Colin O

Number of Seconds 0

Number of Points 5



Number of Comments 0

Idea Title: Sure.

Idea Detail: I see no reason why not. Of course if they are using the space as a rental or business they should have to comply with the existing licensing requirements.

Idea Author: Janna G

Number of Seconds 0

Number of Points 3

Number of Comments 1

Comment 1: Thanks for you input, Janna. | By Melissa P

Idea Title: Worth Exploring

Idea Detail: I think that ordinances like this are likely out of date and they need to be refreshed. Of course, this probably means there still needs to be some guardrails, but overall, I think this is a great option.

Idea Author: Amanda W

Number of Seconds 0

Number of Points 2

Number of Comments 1

Comment 1: Thanks for your thoughts, Amanda. | By Melissa P

Idea Title: All depends on placement visibility

Idea Detail: Detached or not, I think it's important to shield this from the street -- where a hulking garage can detract from the neighborhood.

But if it's on the back of the lot, or on an alley, I don't see why not, particularly if it could be used as an Accessory Dwelling Unit (aka granny flat).



I'd be far more interested in limiting the footprint of the garage (e.g., no attached three-car garages) than limiting the height.

Idea Author: Sean H

Number of Seconds 0

Number of Points 1

Number of Comments 5

Comment 1: Ted, again my only concern is visual impact. And in Northfield, again, that limitation applies only to attached garages. In general, attached garages have doors that are much more visible from the street. (Although one of your examples, 6801 Newton, did a good job tucking the attached garage behind.) I don't have a problem with a 3-car garage at the back of the lot -- but I think in general, the fewer garage doors facing the street, the better.

I think tandem stalls (deep instead of wide) are a great compromise option. In fact, this was done extensively in the Cobblestone Lake development in Apple Valley. If you take a drive through that development (built in mid-2000s) and compare to some of the other nearby developments (where the 3 car garage -- often extending out of the front of the house), you can really see how much more neighborly it feels to have the visual focus on the front door / front porch instead of car storage. | By Sean H

Comment 2: Sean, why would you want to limit garages to 2 stalls? As an owner of a house with a 3 car garage I'd be interested to hear why you feel that way. Do you feel different about a 4 car garage that is deep instead of wide? | By Ted W

Comment 3: Sean, accessory garages (or any accessory structure) cannot be situated forward of the front building line. Attached garages can extend beyond the front line of the house, so long as they meet the 30-foot setback requirement. | By Melissa P

Comment 4: Thanks for your response, Melissa. May garages extend beyond the front entrance of the house? I helped with a rewrite of the Northfield LDC, and two important features were that attached garages could not be larger than 2 car stalls, and that the front door (or edge of front porch) had to be at least 5' closer to the street than the garage door. | By Sean H

Comment 5: Thanks, Sean. We do limit the size of both attached and detached garages and we also limit driveway width in front yards. Part of the intent of those regulations is to make sure that a large garage does not become the main architectural feature of the house. | By Melissa P



Idea Title: I am in favor of allowing taller garages as long as they fit

Idea Detail: Garages should fit the property and the neighborhood, i.e. a two story garage next to a one story rambler would not fit; a one and a half story garage next to a one and a half story bungalow would fit. I am in favor of allowing these for many purposes including storage, workshops, offices and small apartments.

Idea Author: Gerry C

Number of Seconds 0

Number of Comments 0

Idea Title: Amend Ordinance with Considerations

Idea Detail: I agree with some of the comments in that I think the ordinances should be revisited and amended but not necessarily done away with.... there should be additional options available with special consideration taken to placement on the property as well as height restrictions as not to reduce or impede on neighboring properties and to keep in line with the look of neighborhoods. Likewise, allowing the option to create additional "office" or usable space in a garage may in some cases increase home value or prevent individuals from leaving the community in search of larger homes. We've considered this option because the cost would be much more affordable than adding onto our existing home. We love Richfield and the forward thinking leadership!! Great to see discussions like this taking place!

Idea Author: Kelly J

Number of Seconds 0

Number of Comments 0

Idea Title: Great Idea...Love it! Pas the ordance...

Idea Detail: Yes great idea!

Idea Author: Barry L

Number of Seconds 0

Number of Comments 0



Idea Title: Absolutely!!

Idea Detail: I didn't realize that this wasn't an option already.

Idea Author: Ghislaine B

Number of Seconds 0

Number of Comments 1

Comment 1: Thanks for weighing in, Ghislaine. | By Melissa P

Idea Title: It would depend on several factors.

Idea Detail: I would be all for passing this ordinance if there were stringent rules in place as to placement, maximum height restriction, etc. We live in a beautiful community. I wouldn't want to see a neighborhood street marred by the placement of several two story garages immediately right up next to the street. If they were required to be set back towards the back of the property so as to not detract from the beauty of the neighborhood, I can see no problem with it.

Idea Author: Laurie F

Number of Seconds 0

Number of Comments 1

Comment 1: Thanks for your comments, Laurie. | By Melissa P

Idea Title: Yes it should be allowed

Idea Detail: Stringent to planning variance during the normal review process to make sure neighbor's privacy isn't infringed upon. It would be nice to add a second floor to a garage to create a playroom for our children or even a potential mother-in-law suite. It would help increase the value of our property, Richfield taxes as well as increase fees/permits for your building department. Win/Win

Idea Author: Chad B



Number of Seconds 0

Number of Comments 0

Idea Title: Sounds Good.

Idea Detail: We love the Richfield community, but we also will have to look for a bigger home in the future. However, if we could build on our existing property and have the option for a two-story garage, that would be wonderful.

Idea Author: Steven C

Number of Seconds 0

Number of Comments 1

Comment 1: I've heard this comment from others as well, Steve. Folks looking for ways to maximize their space in order to stay in Richfield. | By Melissa P

Idea Title: In general, I would support.

Idea Detail: Infill is good for a community, IMO, and so in general I would support allowing garages with two stories so they could be used for apartments/mother in law quarters. Like any infill project, however, regulations should be developed to avoid having two story garages which are out of character with existing neighboring houses, e.g. because they tower over one story dwellings. Example of the problem: McMansion infills in Edina or South Minneapolis.

Idea Author: Brian L

Number of Seconds 0

Number of Comments 0

Idea Title: I am in favor of this!

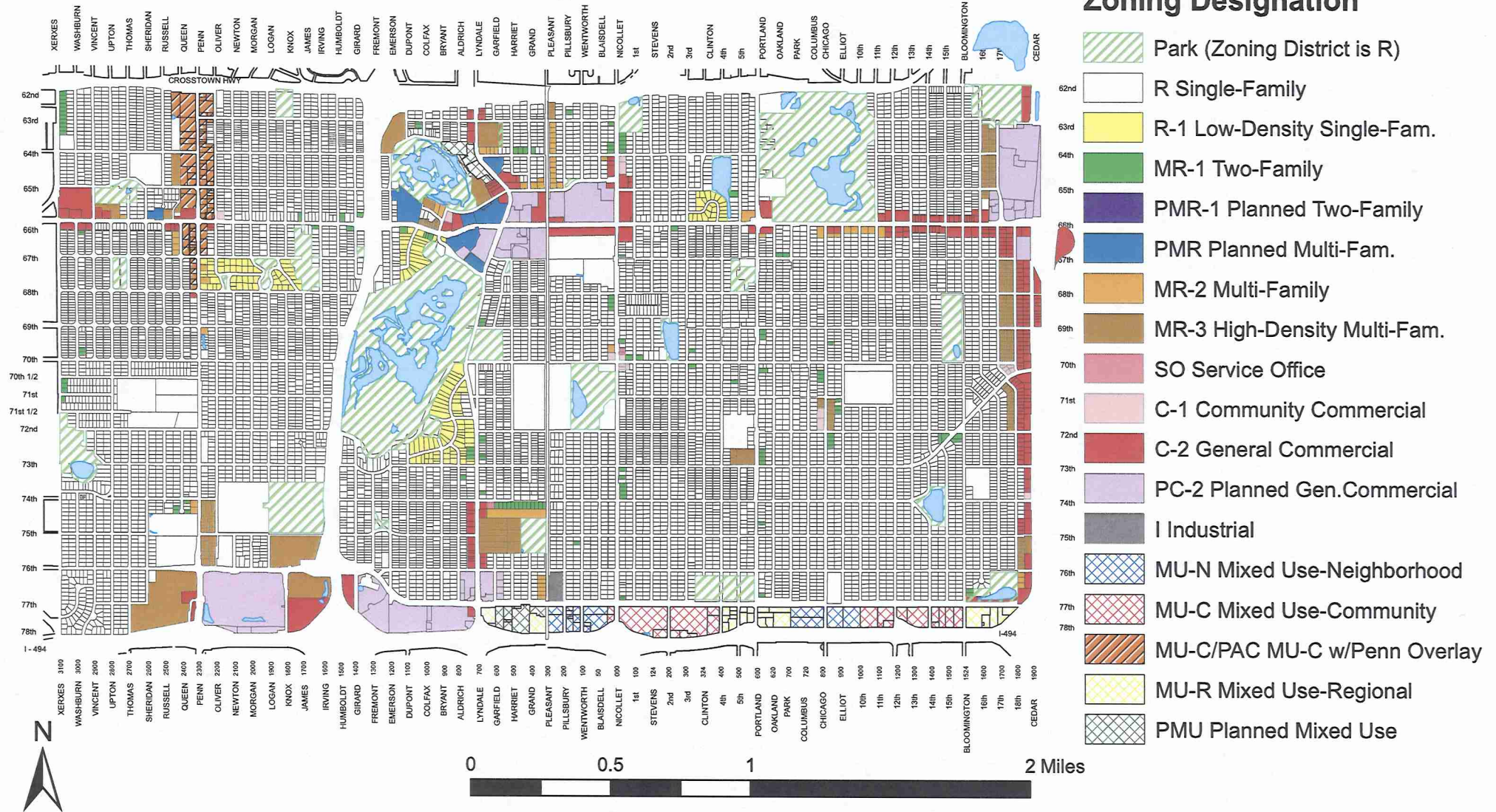
Idea Detail: I personally probably wouldn't build a bigger garage, but I'm definitely not opposed to others who would want to do this.

Idea Author: Lin S

Number of Seconds 0

UPDATED 10/2014

City of Richfield





STAFF REPORT NO. 47
CITY COUNCIL MEETING
3/24/2015

REPORT PREPARED BY: Melissa Poehlman, City Planner

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director

OTHER DEPARTMENT REVIEW: Jay Henthorne, Public Safety Director Mary Tietjen, City Attorney

CITY MANAGER REVIEW: Steven L. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the second reading of an ordinance amending the City's Zoning Code and a resolution authorizing summary publication of said ordinance. The proposed ordinance would prohibit recreational marijuana sales outlets and marijuana production, and establish conditions related to the location and operation of medical marijuana dispensaries.

EXECUTIVE SUMMARY:

In 2014, the Minnesota State Legislature approved the Medical Cannabis Therapeutic Research Act of 2014 ("Act"). The Act allows for the manufacturing and distribution of medical marijuana. In response to this action, the City Council adopted a six-month moratorium on consideration of such uses so that the potential implications and ordinance amendments could be studied. Since the adoption of the moratorium, all State-required manufacturing and distribution sites have been selected. Although there are no pending inquiries for this type of use in Richfield, it is important for the City to adopt regulations that will apply to future applications.

Based on feedback received from the Council and Planning Commission, staff has drafted the attached ordinance amendment which would prohibit both marijuana manufacturing and recreational marijuana sales outlets. The amendment would conditionally permit medical marijuana dispensaries in the General Business (C-2) District. The proposed conditions would limit potential locations of dispensaries to a few sites near Highway 77 and 66th Street, within the Shops at Lyndale development and one site on the City's western border at 66th Street. It should be noted that potential locations could change as sites redevelop and/or uses change. The amendment does not address the licensing component of City regulations. Business licensing staff will be working with the City Attorney to draft these regulations separately.

RECOMMENDED ACTION:

By motion:

- 1) Approve the second reading of an ordinance amending the Richfield City Code to allow medical marijuana dispensaries as a conditional use in the General Business District; and**
- 2) Approve the resolution authorizing summary publication of an ordinance amending the Richfield City Code to allow medical marijuana dispensaries as a conditional use in the General Business District.**

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT:

In numerous states, the legalization of medical marijuana has been followed by the legalization of recreational marijuana sales/use. Per Council and Planning Commission direction, staff has preemptively prohibited recreational marijuana sales outlets in the City.

B. POLICIES (resolutions, ordinances, regulations, statutes, exc):

Summary of proposed ordinance:

- Medical marijuana dispensaries conditionally permitted in the C-2 (General Business) District. Conditions proposed as follows:
 - Business operators shall secure all applicable licenses and approvals from the City, County, State or other applicable jurisdiction;
 - Such uses shall not be permitted within 1,000 feet of a public or private school;
 - Such uses shall not be permitted within 1,000 feet of another medical marijuana dispensary; and
 - Such uses shall not be located within 250 feet of residential property.
- Recreational marijuana sales outlets and marijuana production facilities prohibited throughout the City.

Items related to hours of operation, security, etc. will be addressed through the licensing component of City regulations.

C. CRITICAL TIMING ISSUES:

The six-month moratorium on consideration of applications related to medical marijuana uses expires on April 15, 2015.

D. FINANCIAL IMPACT:

None

E. LEGAL CONSIDERATION:

- A public hearing was held before the Planning Commission on February 23, 2015.
- Notice of the public hearing was published in the Sun Current newspaper in accordance with City and State requirements.
- No members of the public spoke at the public hearing.
- The Planning Commission voted (7-0) to approve the proposed ordinance.
- A first reading of the attached ordinance was approved on March 10, 2015.
- If approved, the ordinance will take effect upon publication in the Sun Current Newspaper.
- In instances where the full text of an amendment is cumbersome and the expense of publication of the full text is not justified, the City is permitted to publish a summary of the approved text.

ALTERNATIVE RECOMMENDATION(S):

- Direct staff to modify the proposed ordinance.
- Reject the proposed ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Ordinance	Ordinance
<input type="checkbox"/>	Resolution	Resolution Letter
<input type="checkbox"/>	Potential locations map	Exhibit

BILL NO. _____

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE TO ALLOW MEDICAL
MARIJUANA DISPENSARIES AS A
CONDITIONAL USE IN THE
GENERAL BUSINESS DISTRICT**

THE CITY OF RICHFIELD DOES ORDAIN:

Section 1 Subsection 512.07 of the Richfield City Code is amended to read as follows:

512.07. - Permitted, Conditional, Accessory and Prohibited Uses in Commercial Districts.

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Commercial Districts. Refer to Sections 529 through 534 for complete regulations. (Amended, Bill No. 2011-19)

P: Permitted

A: Accessory

C: Conditional

N: Null or not Permitted

Land Use	S-O	C-1	C-2
Adult businesses	N	N	P
Animal kennels	N	N	P/C
Apartments within a commercial building	A	A/C	C
Assembly, light manufacturing, warehouse	N	N	A
Auction houses	N	N	P
Auto mechanical/body repair	N	N	C
Auto detailing	N	N	C
Auto or boat sales	N	N	C
Auto stereo installation service	N	N	P
Auto washes	N	N	C
Barber or beauty shops	P/C	P/C	P/C
Bicycle stores	N	P/C	P/C

Bicycle repair shops	P/C	P/C	P/C
Bowling alleys	N	N	P
Carpet or paint stores	N	P/C	P/C
Cemeteries	N	N	C
Convenience store	N	P	P
Day care facilities	C	P	P
Drug stores without drive-up facility	N	P/C	P/C
Drug stores with drive-up window	N	N	C
Emergency shelter	N	N	C
Enclosed storage	A	A	A
Fences, walls and hedges	A	A	A
Financial institutions without drive-up service	N	N	P
Financial institutions with drive-up service	N	N	C
Firearms related uses	N	N	C
Fortune telling	N	N	P
Funeral homes, mortuaries	N	N	C
Furniture or appliance stores	N	P/C	P/C
Governmental buildings	P	P	P
Grocery stores	N	P/C	P/C
Health club or studio, spa	N	P	P
Hospital or 24-hour urgent care	P/C	P/C	P/C
Hotel or motel (6 or more units)	N	N	C
Junk yard	N	N	N
Libraries, public	P	P	P
Liquor store, municipal	N	N	P
<u>Marijuana (medical) dispensaries</u>	<u>N</u>	<u>N</u>	<u>C</u>
<u>Marijuana (recreational) sales outlets</u>	<u>N</u>	<u>N</u>	<u>N</u>
Nursing home	P	P	N
Office, single-tenant, professional, executive or business	P/C	P/C	P/C
Office, multi-tenant, professional, executive, or business	P/C	P/C	P/C
Outdoor merchandising or storage (except as allowed by Section 1135 of the City Code)	N	N	N

Parking	A	A	A
Pawn shops and second hand goods dealers licensed under Section 1186 or 1187 of the City Code	N	N	C
Public utility, minor	A	A	A
Public utility, major	C	C	C
Religious institutions	N	N	P
Restaurant, take-out only (Class IV)	N	C	P
Restaurant, fast food/convenience food (Class III) or any restaurant with drive-up service	N	N	C
Restaurant, traditional or cafeteria (Class II)	N	C	C
Restaurant, full service (Class I)	N	N	C
Retail, general (single or multi-tenant)	N	P/C	P/C
Schools, public or private	N	N	P
Service station	N	N	C
Service station/convenience store	N	N	C
Service or non-auto repair shop	P/C	P/C	P/C
Tattoo shops	N	N	C
Taxi or limousine service	N	N	P
Theater, movie or live entertainment	N	N	C
Veterinary clinic	N	N	P

Section 2 Subsection 512.09 of the Richfield Code is amended to read as follows:

512.09. - Permitted, Conditional, Accessory and Prohibited Uses in Mixed-Use Districts.

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Mixed-Use Districts. Refer to Section 537 for complete regulations.

P: Permitted

A: Accessory

C: Conditional

N: Null or not Permitted

Land Use	MU-N	MU-C	MU-R
Residential			
Townhome development	P	N	N
Multifamily dwellings (min. 3 units)	P	P	P (but see 537.07 Subd. 2a)
Live-work units	P	P	N
Assisted living facilities, nursing, rest homes	P	P	N
Other			
Adult businesses	N	P	P
Animal kennels	C	C	C
Assembly and manufacturing accessory and subordinate to retail use	N	A	A
Auto mechanical/body repair	N	C	C
Auto detailing	N	C	C
Auto rental facilities as an accessory to primary office or hotel use	N	A	A
Auto sales	N	N	C
Clinics	A*	P	P
Convenience store	P*	P	P
Day care facilities	P	P	P
Drive-up window or teller service	N	C	C
Firearms related uses	N	N	C
Funeral homes, mortuaries	N	P	N
Governmental buildings	A	P	A
Health or athletic clubs, spas, yoga studios	N	P	P
Hotel or motel (6 or more units)	N	P	P
Hospitals	N	N	P
Libraries, public	P	P	N
<u>Marijuana (medical) dispensaries</u>	<u>N</u>	<u>N</u>	<u>N</u>
<u>Marijuana (recreational) sales outlets</u>	<u>N</u>	<u>N</u>	<u>N</u>

Offices	A	P	P
Parking	A	A	A
Police sub-station	P	P	P
Public utilities	A	A	A
Recreational facilities, noncommercial, principal use	P	P	P
Religious institutions	P	P	A
Restaurant, take-out only (Class IV)	P	P	P
Restaurant, fast food/convenience food (Class III)	N	C	C
Restaurant, traditional or cafeteria (Class II)	P	P	P
Restaurant, full service (Class I)	N	C	P
Retail, neighborhood services	P	P	P
Retail, general services	C	P	P
Retail, regional services	N	C	P
Schools, public or private	P	P	C
Service station	N	P	P
Service station/convenience store	N	P	P
Tattoo shops	N	P	P
Theaters, movie or live entertainment	N	N	P
Transit facilities	A	A	A

*Conditions apply, see section 537 for complete regulations.

Section 3 Subsection 512.11 of the Richfield Code is amended to read as follows:

512.11. - Permitted, Conditional, Accessory and Prohibited Uses in the Industrial District.

The following table summarizes which land uses are classified as permitted, accessory, conditional or prohibited in the Industrial District. Refer to Section 539 for complete regulations.

P: Permitted

A: Accessory

C: Conditional

~~Pr: Prohibited~~

~~N: Ordinance is silent~~

N: Null or not Permitted

Land Use	
Adult businesses	P
Bottling operation	P
Cold storage	P
Computer assembly	P
Electric appliance manufacturing	P
Electronic components assembly	P
Food products manufacturing	P
Laboratories for testing or research	P
Living quarters for security personnel	A
Lumber or building materials sales	P
<u>Marijuana production/processing</u>	<u>N</u>
Metal products manufacturing	P
Paper products manufacturing	P
Parking	A
Pawn shops and second hand goods dealers licensed under Section 1186 or 1187 of the City Code	C
Rubber or plastics products manufacturing	P
Satellite dish antennas	A
Stone, clay or glass products manufacturing	P
Telecommunication towers	C
Textile products manufacturing	P
Wood products manufacturing	P

Section 4 A new Subsection 534.07, Subdivision 25 of the Richfield City Code related to medical marijuana dispensaries as a conditionally permitted use in the General Business (C-2) District to read as follows is added. :

Subd. 25. Medical marijuana dispensaries, provided the following conditions are met:

- a) The business operator shall secure all applicable licenses and approvals from the City, County, State or other applicable jurisdictions before the conditional use permit shall become effective;
- b) Such uses shall not be located within 1,000 feet of a public or private school;
- c) Such uses shall not be located within 1,000 feet of another medical marijuana dispensary; and
- d) Such uses shall not be located within 250 feet of residential property.

Section 5

This Ordinance is effective in accordance with Section 3.09 of the Richfield City Charter.

Passed by the City Council of the City of Richfield, Minnesota this ____ day of _____, 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF AN ORDINANCE ALLOWING
MEDICAL MARIJUANA DISPENSARIES AS
A CONDITIONAL USE IN THE
GENERAL BUSINESS DISTRICT**

WHEREAS, the City has adopted the above referenced amendment of the Richfield City Code; and

WHEREAS, the verbatim text of the amendment is cumbersome, and the expense of publication of the complete text is not justified.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Richfield that the following summary is hereby approved for official publication:

**SUMMARY PUBLICATION
BILL NO. _____**

**AN ORDINANCE AMENDING THE RICHFIELD CITY CODE
TO ALLOW MEDICAL MARIJUANA DISPENSARIES
AS A CONDITIONAL USE IN THE
GENERAL BUSINESS DISTRICT**

This summary of the ordinance is published pursuant to Section 3.12 of the Richfield City Charter.

This ordinance prohibits marijuana production facilities and recreational marijuana sales outlets throughout the community. The ordinance conditionally allows medical marijuana dispensaries in the General Business (C-2) Zoning District. Dispensaries must be at least 1,000 feet from public or private schools and other medical marijuana dispensaries, and must be at least 250 feet from residential property. A public hearing will be held and conditional use permit must be issued prior to opening a medical marijuana dispensary.

Copies of the ordinance are available for public inspection in the City Clerk's office during normal business hours or upon request by calling the Department of Community Development at (612) 861-9760.

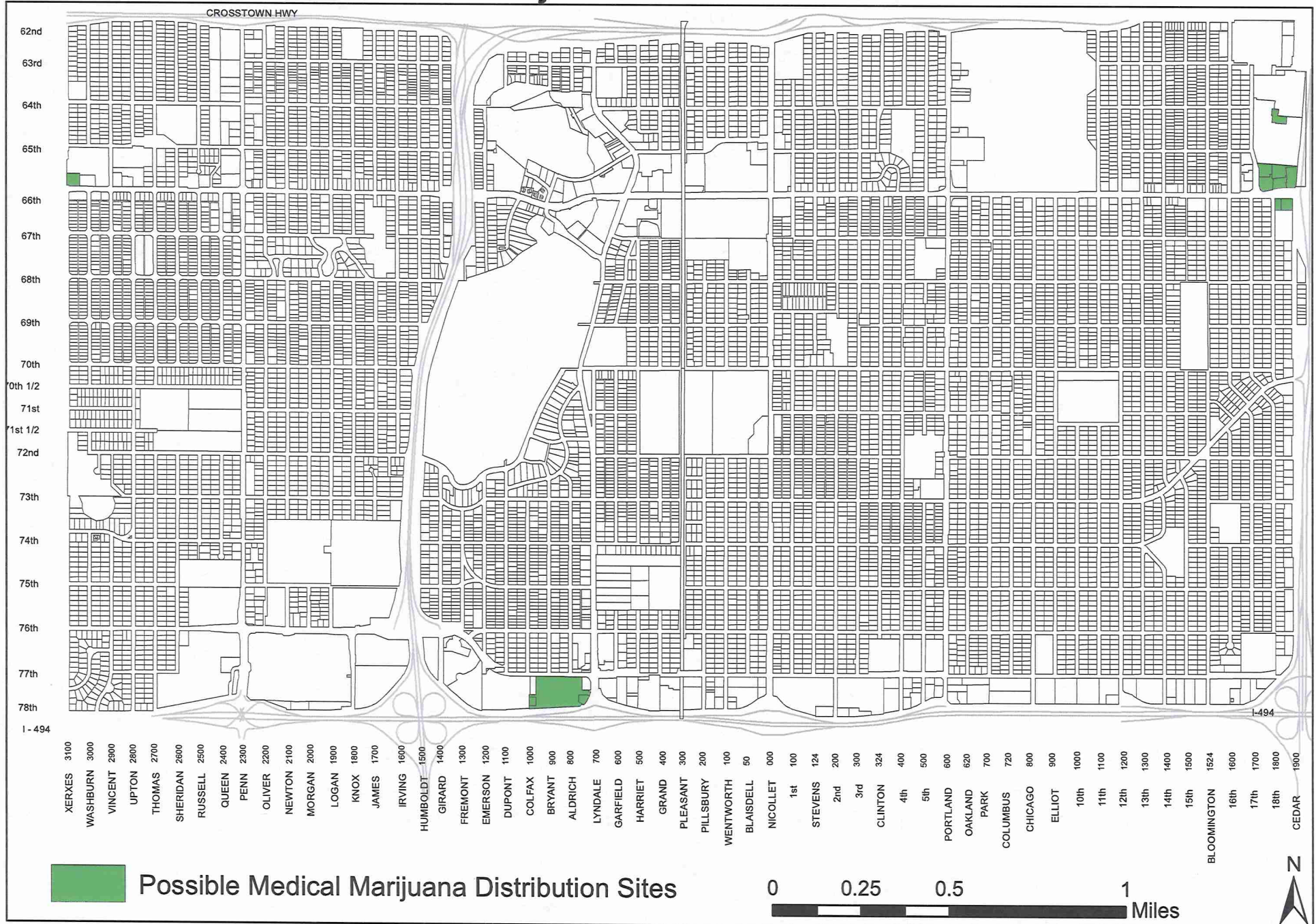
Adopted by the City Council of the City of Richfield, Minnesota this 24th day of March, 2015.

Debbie Goettel, Mayor

ATTEST:

Elizabeth VanHoose, City Clerk

Possible Medical Marijuana Distribution Sites in Richfield



Date: 2/9/2015

I:\GIS\Community Development\Staff\Planning Tech\Projects\Possible Medical Marijuana Distribution Sites.mxd



STAFF REPORT NO. 48
CITY COUNCIL MEETING
3/24/2015

REPORT PREPARED BY: Elizabeth Finnegan, Civil Engineer
DEPARTMENT DIRECTOR REVIEW: Mike Eastling, Public Works Director
OTHER DEPARTMENT REVIEW: N/A
CITY MANAGER REVIEW: Steven L. Devich

ITEM FOR COUNCIL CONSIDERATION:

Consideration of the final plans and specifications for the Portland Avenue Reconstruction Project (CP 41008) and staff authorization to advertise for bids.

EXECUTIVE SUMMARY:

The City Council approved the preliminary layout (Concept 2 alternative) at their April 22, 2014 meeting. The Concept 2 alternative includes the following design elements:

- A single 11-foot vehicle travel lane in each direction with a dual direction 11-foot center left-turn lane.
- Two 6-foot on-street bike lanes using the same concrete gutter pan design as 76th Street.
- A 6-foot vegetated boulevard behind the curb on both sides of the street.
- A 6-foot concrete sidewalk on the west side of the street.
- An 8-foot bituminous multi-use trail on the east side of the street.
- Full-access center median islands at the minor intersections, including 73rd Street.

Final plans have been developed consistent with the approved design. Art along the Corridor (Poetry on Portland) will also be developed as part of the Project.

RECOMMENDED ACTION:

By Motion: Approve final plans and specifications for the Portland Avenue Reconstruction Project (CP 41008) and authorize staff to advertise for bids.

BASIS OF RECOMMENDATION:

A. **HISTORICAL CONTEXT:**

Preliminary Layout Selection

- The Transportation Commission prepared for the preliminary design process in January 2013 by creating a community-based Guiding Principles document that is to be used for all upcoming street reconstruction projects.
- Based on comments and feedback from the first public open house, as well as existing approved planning documents such as the Richfield Complete Streets Policy and the Arterial Road Study, the following four cross-section concepts were developed for consideration:
 1. Three-lane road, on-street bike lanes, boulevards, sidewalks
 2. Three-lane road, on-street bike lanes, boulevards, one sidewalk, one multi-use trail
 3. Three-lane road, boulevards, one sidewalk, one multi-use trail
 4. Three-lane road, cycle tracks, boulevards, sidewalks
- These four options were presented to the public at the second project open house and, based on feedback received, the Commission narrowed the preferred concepts to #2 & #4.

- The Commission determined that both options met the goals of the Guiding Principles document but there were significant concerns with the amount of impact that Concept #4 would have on adjacent properties along the corridor compared to Concept #2.
- The Commission recommended the addition of center median islands at the minor intersections to provide the following benefit:
 - Reduce vehicular speeds
 - Increase pedestrian safety
- The Commission examined several possible treatments for the intersection at 73rd Street to improve crossing safety:
 - Signal – Eliminated because the traffic analysis determined that the warrants for a signal are not met.
 - Traditional Roundabout – Eliminated based on lower traffic volumes and significant property impacts.
 - Mini-roundabout – Not the preferred alternative due to property impacts and bicycle route impacts but has not been officially eliminated pending completion of traffic analysis.
 - Flashing Pedestrian Activated Warning Signal – Compatible with full access median design and will be evaluated further after completion of traffic analysis.

Property Impacts

- All Portland Avenue reconstruction options considered by the Commission had property impacts in areas where the right-of-way is only 33' from the centerline of the road. The Commission ultimately concluded that the Concept #2 design provided the best balance between including amenities that the community desires while limiting property impacts
- Concept #2 design extends the edge of the sidewalk by approximately 5.5' due to the inclusion of a green boulevard. In areas where the right-of-way is 33' from centerline, this will require a 4' permanent easement. There are 83 properties in these areas. All the permanent easements have been secured for this project.

Public Input

- Three public open houses were held to present information and gather feedback on the following dates:
 - October 10, 2013
 - January 22, 2014
 - April 3, 2014

Technical Advisory Committee (TAC)

- In an effort to engage the various stakeholders involved in the Portland Avenue reconstruction project as well as to gather the technical advice desired by the Transportation Commission, a Technical Advisory Committee was established during the preliminary design process. Staff representatives from Metro Transit, Hennepin County, and Richfield took part in monthly meetings to review layout alternatives and provide input.

Poetry on Portland

- The Arts Commission will lead an effort to include art along the corridor (Poetry on Portland) that was discussed with the City Council at a Study Session on January 13, 2015. The budget for art is up to 1% of the project construction cost (est. \$46,500).

Conduit for Potential Fiber Optic Cable

- Staff is continuing to investigate the feasibility of the installation of conduit for future fiber optic cable.

B. POLICIES (resolutions, ordinances, regulations, statutes, exc):

- The reconstruction of Portland Avenue has been identified as a priority in the City's Comprehensive Plan.
- Hennepin County has approved the plans.

C. CRITICAL TIMING ISSUES:

- The \$3,750,000 in federal funding is tied to the City Council approval of the plans and specifications and requires a 2015 construction.

D. FINANCIAL IMPACT:

- The total project is estimated to cost \$8.85 million with the following contributions:
 - \$3,750,000 Federal
 - \$500,000 County (subject to increase after 3/25/15 cost-share meeting with Hennepin County)

- \$4,600,000 City (includes reconstruction of City utilities and undergrounding of overhead utilities)
- The following sources are planned for the City contribution:
 - Street Reconstruction Bonds
 - Municipal State Aid (gas tax)
 - Xcel Rate Payers Fee
- \$46,500 or 1% of the construction cost of the project is anticipated to be spent on public art (Poetry on Portland).

E. **LEGAL CONSIDERATION:**

- The City Attorney will be available to answer questions.

ALTERNATIVE RECOMMENDATION(S):

- Council may choose to take no action at this time; however, the \$3.75 million in federal funds are subject to the plan being approved for a 2015 construction.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

	Description	Type
D	Portland Final Layout	Cover Memo

MINNESOTA DEPARTMENT OF TRANSPORTATION
THE CITY OF RICHFIELD
HENNEPIN COUNTY
CSAH 35 (PORTLAND AVENUE) ROADWAY IMPROVEMENTS
77TH STREET E TO 67TH STREET E
RICHFIELD CITY PROJECT NO. 41008
COUNTY PROJECT NO. 1006
S.P. NO. 157-020-026, 027-635-031
S.A.P. NO. 157-113-007

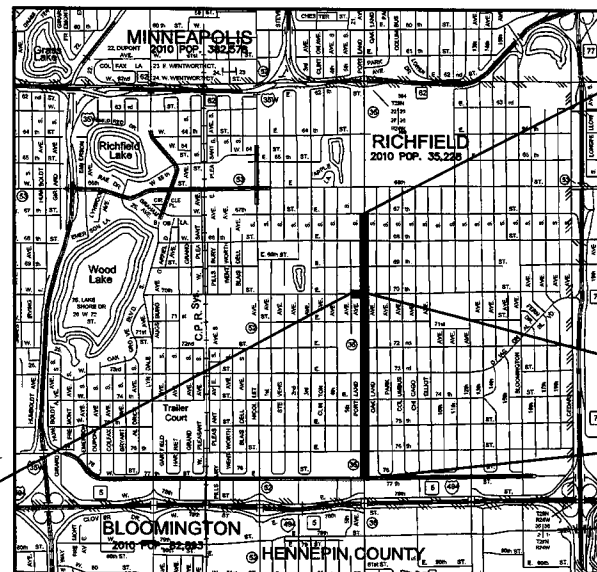
CONSTRUCTION PLANS FOR GRADING, AGGREGATE BASE, BITUMINOUS PAVING, STORM SEWER, CONCRETE CURB AND GUTTER, SIGNING AND STRIPING, WATERMAIN, SANITARY SEWER, LIGHTING, LANDSCAPING, SIGNAL SYSTEMS, AND SIDEWALK.

LOCATED ON: CSAH 35 (PORTLAND AVENUE) BETWEEN 77TH STREET EAST AND 67TH STREET EAST (GEOGRAPHIC DESCRIPTION)
NOTE: LENGTH AND DESCRIPTION BASED ON THE CL PORTLAND AVENUE ALIGNMENT

LEGEND

	EXISTING GATE VALVE
	EXISTING HYDRANT
	EXISTING CURB BOX
	EXISTING TRAFFIC SIGNAL
	EXISTING SANITARY MANHOLE
	EXISTING CATCH BASIN
	EXISTING POWER POLE
	EXISTING UTILITY BOX
	EXISTING LIGHT POLE
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING WATERMAIN
	EXISTING CURB AND GUTTER
	EXISTING GAS MAIN
	EXISTING COMMUNICATION LINE
	EXISTING OVERHEAD POWER
	EXISTING FENCE
	EXISTING TREE
	EXISTING STREET SIGN
	PROPOSED CURB STOP AND BOX
	PROPOSED GATE VALVE
	PROPOSED HYDRANT
	PROPOSED MANHOLE (STORM OR SANITARY)
	PROPOSED CATCH BASIN
	PROPOSED WATERMAIN
	PROPOSED SANITARY SEWER
	PROPOSED STORM SEWER
	PROPOSED CURB AND GUTTER

PORTLAND AVENUE	STATE PROJ. NO. 157-020-026, 027-635-031	70TH STREET	STATE AID PROJ. NO. 157-113-007
GROSS LENGTH	7401.00 FEET 1.402 MILES	GROSS LENGTH	305.00 FEET 0.058 MILES
BRIDGE LENGTH	0 FEET 0 MILES	BRIDGE LENGTH	0 FEET 0 MILES
EXCEPTION LENGTH	0 FEET 0 MILES	EXCEPTION LENGTH	0 FEET 0 MILES
NET LENGTH	7401.00 FEET 1.402 MILES	NET LENGTH	305.00 FEET 0.058 MILES
		REF. PT.	TO REF. PT.



PORTLAND AVENUE (CSAH 35)
END S.P. 157-020-026, 027-635-031
STA. 86+39.00

PLAN SET SCALES

LOCATION MAP	0 1500 3000
ALIGNMENT	0 100 200
PLAN	0 30 60
PROFILE	0 5 10
CROSS-SECTIONS	0 5 10

EAST 70TH STREET
END S.A.P.
157-113-007
STA. 3+50.00

PORTLAND AVENUE (CSAH 35)
BEGIN S.P. 157-020-026, 027-635-031
STA. 12+38.00

PROJECT LOCATION
HENNEPIN COUNTY
METRO DISTRICT

DESIGN DESIGNATION: PORTLAND AVENUE - (S.P. 157-020-026, 027-635-031)
STA. 12+38.00 TO 86+39.00
Functional Classification: MINOR ARTERIAL
No. of Traffic Lanes = 4 No. of Parking Lanes = 0
ADT (Current Year) 2015 = 10,900 Design Speed 40 mph
ADT (Future Year) 2035 = 10,900 Based on STOPPING Sight Distance
D (Design Hr. Vol.) = N.A. Height of eye 3.5 Height of Object 2.0'
D (Directional Distr.) = 50/40 Design Speed not achieved at: N.A.
T (Heavy Commercial) = 2 % STA. N.A. TO STA. N.A. MPH N.A.
R-Value 25 (ASSUMED) 20 YR ESALS 1,031,000 Design Load 9 ton

DESIGN DESIGNATION: 70TH STREET - (S.A.P. 157-113-007)
STA. 0+45.00 TO 3+50.00
Functional Classification: MAJOR COLLECTOR
No. of Traffic Lanes = 2 No. of Parking Lanes = 0
ADT (Current Year) 2015 = 3,100 Design Speed 40 mph
ADT (Future Year) 2035 = 3,450 Based on STOPPING Sight Distance
D (Design Hr. Vol.) = N.A. Height of eye 3.5 Height of Object 2.0'
D (Directional Distr.) = 50/40 Design Speed not achieved at: N.A.
T (Heavy Commercial) = 2 % STA. N.A. TO STA. N.A. MPH N.A.
R-Value 25 (ASSUMED) 20 YR ESALS N.A. Design Load 10 ton

NOTE:
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF G/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOWN IN THIS PLAN SET ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT Gopher STATE ONE PRIOR TO STARTING ANY EXCAVATION.

GOPHER STATE ONE CALL SYSTEM.....1-800-252-1166

FED. PROJ. NO. STPM 2715 (159)

GOVERNING SPECIFICATIONS

THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-3	GENERAL LAYOUT
4-6	STATEMENT OF ESTIMATED QUANTITIES
7	GENERAL NOTES, STANDARD PLATES AND UTILITY CONTACTS
8-23	TABULATIONS
24-26	EARTHWORK TABULATION AND SUMMARY
27	INPLACE UTILITY TABULATIONS
28-32	TYPICAL SECTIONS
33-44	CONSTRUCTION DETAILS
45-53	STANDARD PLAN SHEETS
54-59	STAGING AND DETOUR PLAN
60-61	ALIGNMENT PLAN AND TABULATION
62-67	INPLACE CONDITION PLAN
68-70	STORM WATER POLLUTION PREVENTION PLAN
71-82	REMOVAL PLANS
83-93	SANITARY SEWER AND WATERMAIN PLAN AND PROFILE
94-109	DRAINAGE PLAN AND PROFILE
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123-134	INTERSECTION DETAIL PLAN
135-137	RETAINING WALL PLAN
138-165	SIGNING AND STRIPING PLAN
166-172	LIGHTING PLAN
173-210	SIGNAL PLANS
211-226	LANDSCAPE AND TURF ESTABLISHMENT PLAN
227-303	CROSS SECTIONS

THIS PLAN SET CONTAINS 303 SHEETS

Kimley»Horn

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 03/13/2015 LIC. NO. 43835

ENGINEER WILLIAM K. KLINGBEIL, P.E.

APPROVED HENNEPIN COUNTY 2014

APPROVED CITY OF RICHFIELD ENGINEER 2014

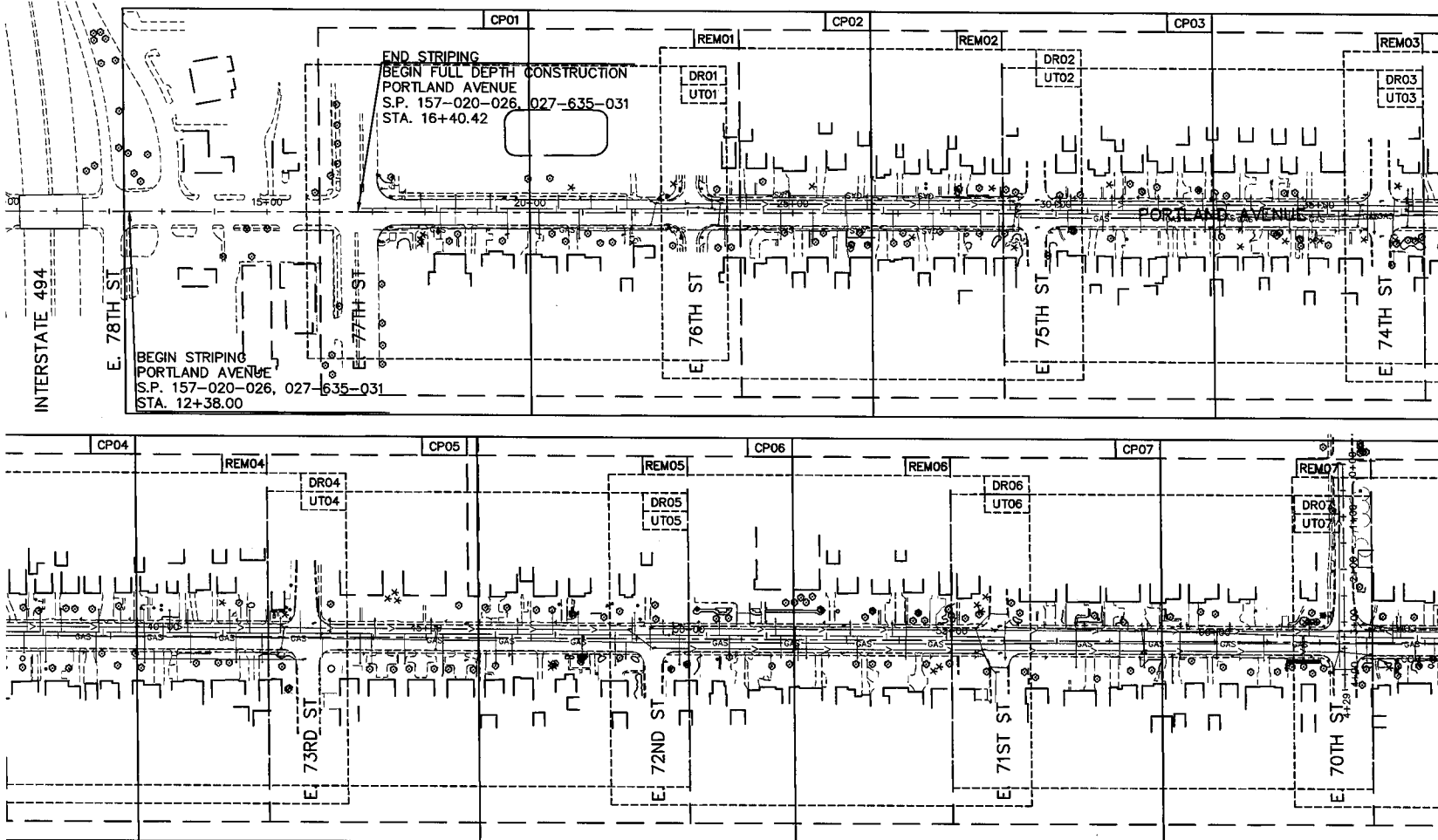
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID AND FEDERAL AID RULES/POLICY 2014

APPROVED FOR STATE AID AND FEDERAL AID FUNDING: STATE AID ENGINEER 2014

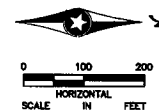
PLAN REVISIONS

DATE	SHEET NO.	APPROVED BY

157-020-026,
STATE PROJ. NO. 027-635-031 STATE AID PROJ. NO. 157-113-007 SHEET NO. 1 OF 303 SHEETS



- CP02 CONSTRUCTION PLAN SHEET
- REM01 REMOVAL PLAN SHEET
- DR01 DRAINAGE PLAN SHEET
- UT01 SANITARY SEWER AND WATERMAIN PLAN SHEET



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				DESIGNED BY: RBC
				DRAWN BY: GDK
				CHECKED BY: WCK
				DATE: 03/13/2015
				PROJECT NO. 160659003

Kimley»Horn

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William C. Klingbeil, P.E.

WILLIAM C. KLINGBEIL, P.E.
DATE: 03/13/2015 MN LIC. NO. 43835



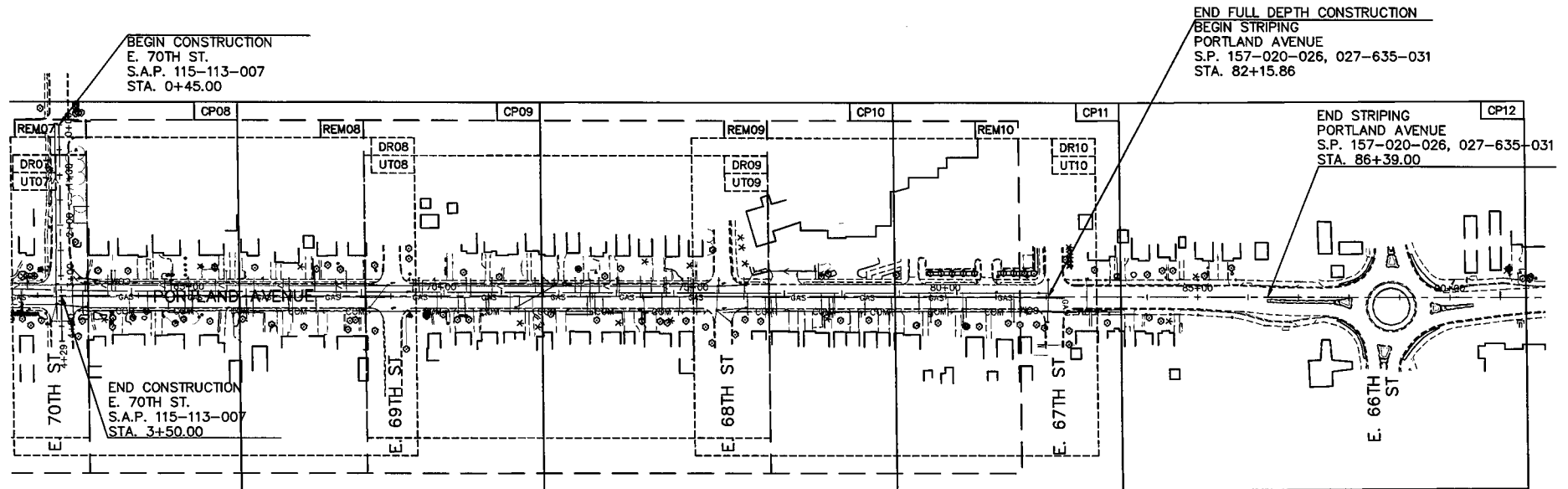
CITY OF RICHFIELD
PORTLAND AVENUE ROADWAY
IMPROVEMENT PROJECT

GENERAL LAYOUT

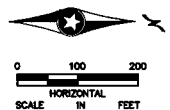
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COUNTY PROJECT	1006
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SHEET 1 OF 2
SHEET NO.
2
303

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- CP02 CONSTRUCTION PLAN SHEET
- REM01 REMOVAL PLAN SHEET
- DR01 DRAINAGE PLAN SHEET
- UT01 SANITARY SEWER AND WATERMAIN PLAN SHEET



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William C. Klingbeil
WILLIAM C. KLINGBEIL, P.E.
DATE: 03/13/2015 MN LIC. NO. 43835

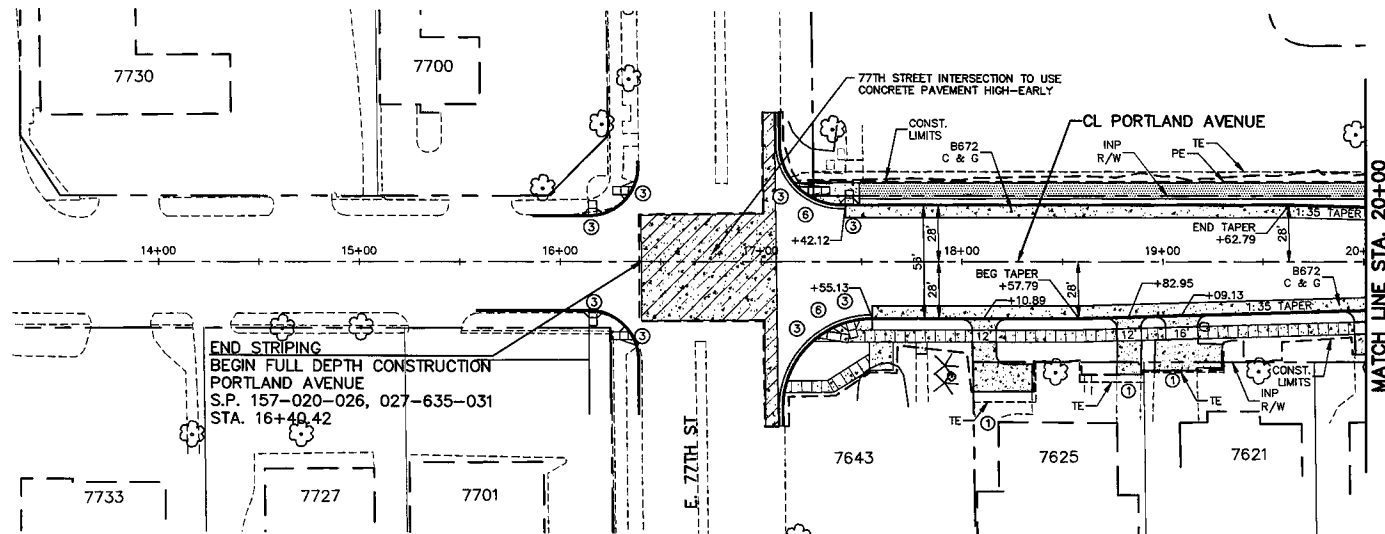


CITY OF RICHFIELD
PORTLAND AVENUE ROADWAY
IMPROVEMENT PROJECT

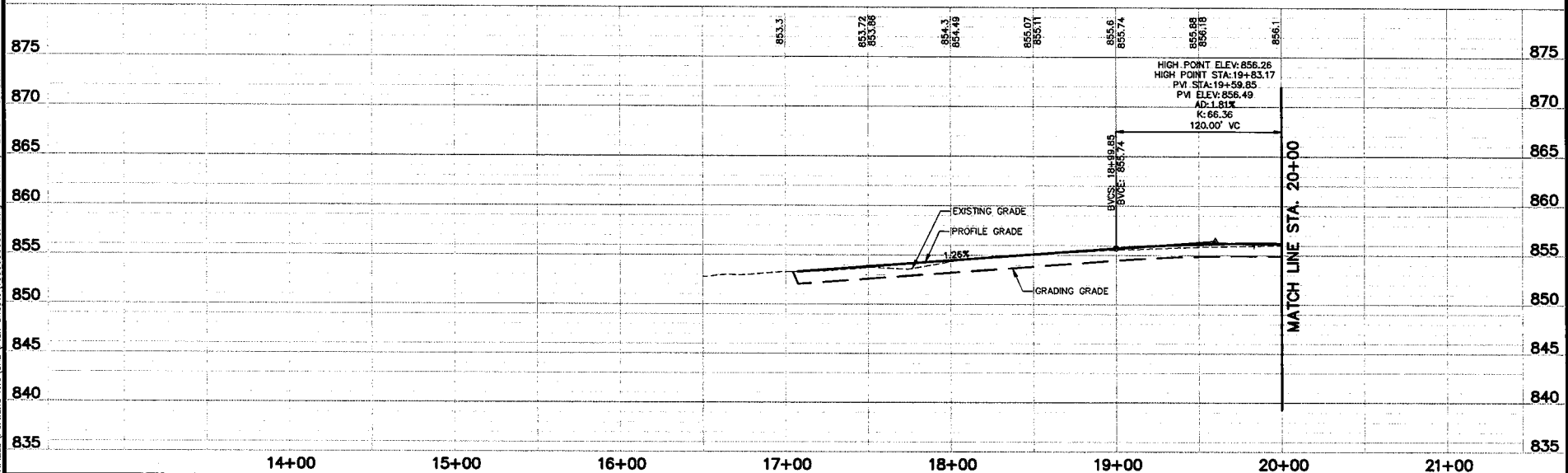
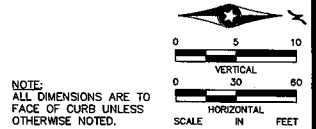
GENERAL LAYOUT

CITY PROJECT	41008
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SHEET 2 OF 2
SHEET NO.
3
303



- CONCRETE PAVEMENT
- BITUMINOUS ROAD REPLACEMENT
- 6' CONCRETE WALK
- 8' BITUMINOUS WALK
- CONCRETE DRIVEWAY PAVEMENT
- BITUMINOUS DRIVEWAY PAVEMENT
- CONCRETE DRIVEWAY APRON TYPE A WIDTH OF APRON
- CONCRETE DRIVEWAY APRON TYPE B WIDTH OF APRON
- CONCRETE PEDESTRIAN RAMP
- CONCRETE APPROACH NOSE
- CONCRETE MEDIAN
- GUTTER TAPERS
- CONCRETE STEP



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				DRAWN BY: GDK								
				CHECKED BY: WCK								
				DATE: 03/13/2015								
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William C. Klingenberg

WILLIAM C. KLINGENBERG, P.E.

DATE: 03/13/2015 MIN LIC. NO. 43835

CITY OF RICHFIELD
PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT

CONSTRUCTION PLAN
PLAN AND PROFILE

CITY PROJECT	41008
COUNTY PROJECT	1006
S.A.P.	157-113-007
S.P. 157-020-026, 027-635-031	

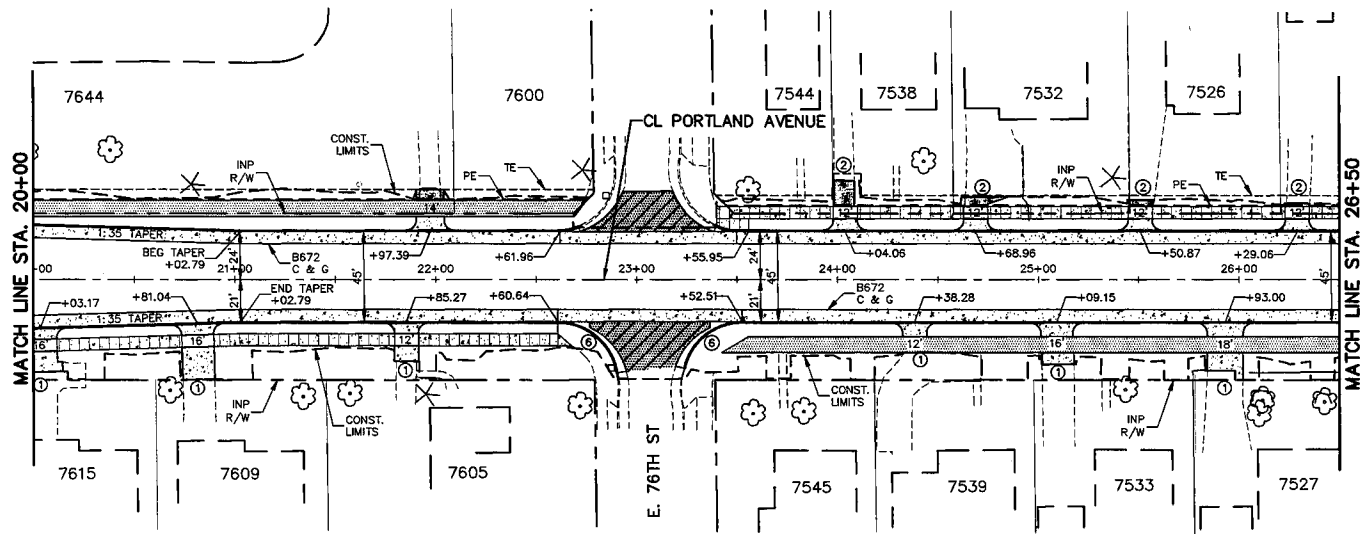
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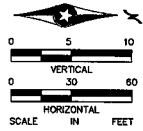
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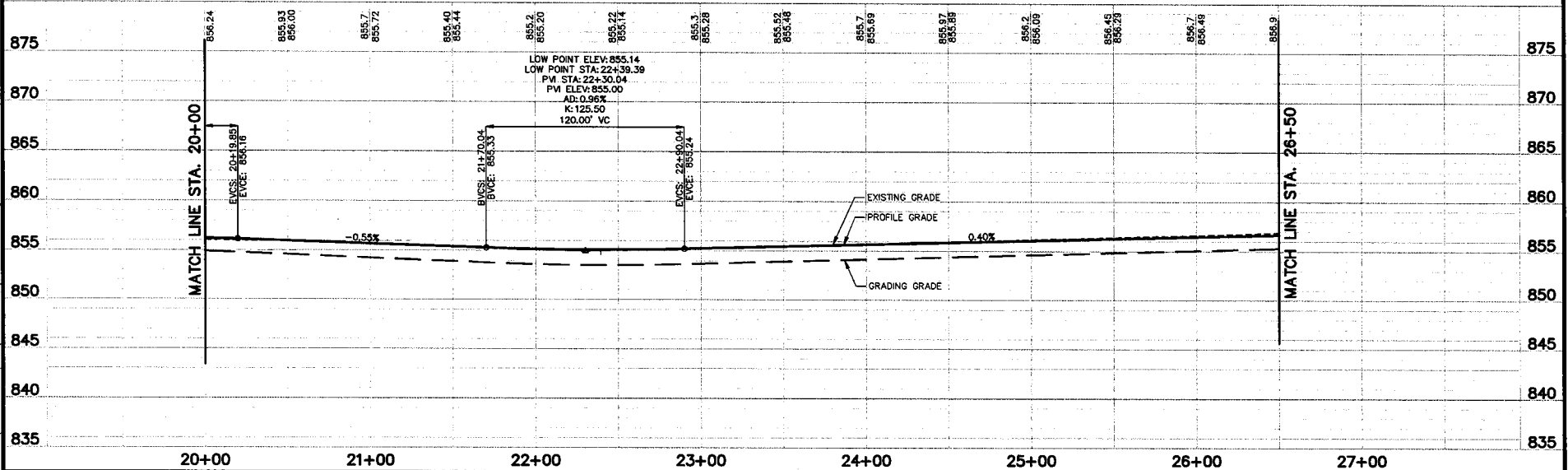
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- BITUMINOUS ROAD REPLACEMENT
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- GUTTER TAPERS
- CONCRETE STEP



NOTE:
ALL DIMENSIONS ARE TO
FACE OF CURB UNLESS
OTHERWISE NOTED.



No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg				
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				DRAWN BY: GDK				
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William C. Klingbeil
WILLIAM C. KLINGBEIL, P.E.
DATE: 05/13/2015, MIN. LIC. NO. 43835

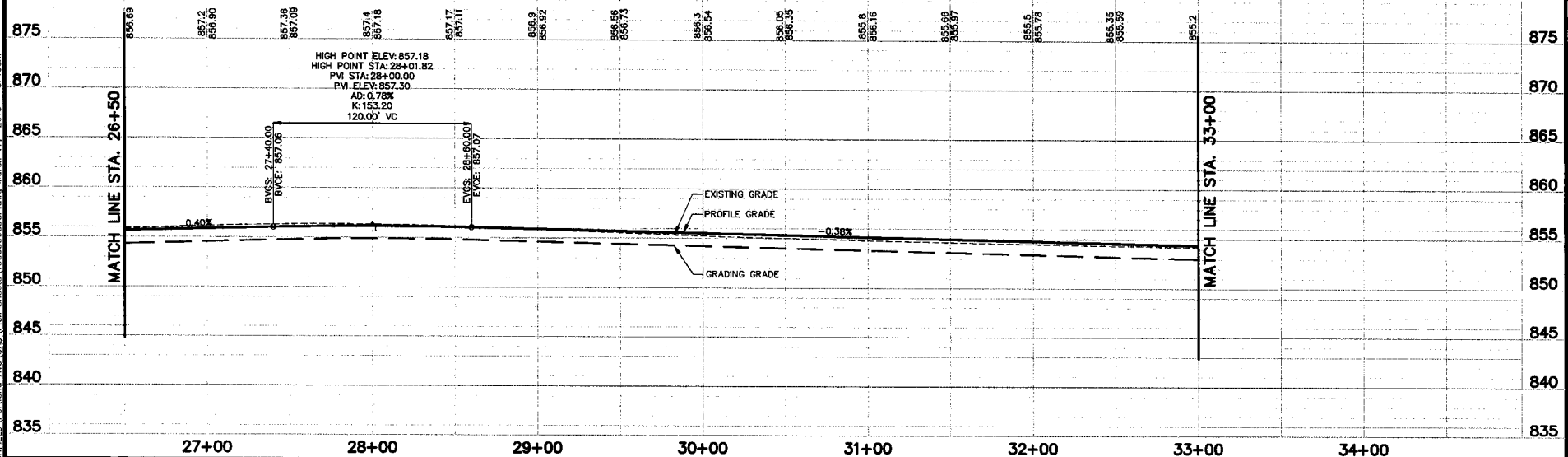
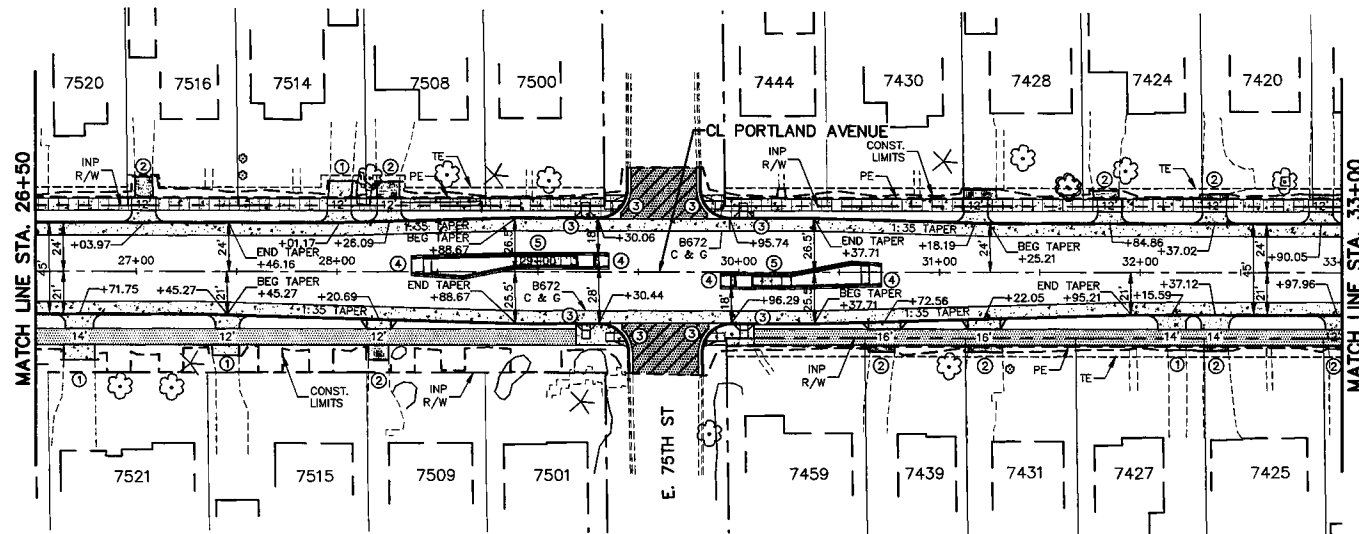
CITY OF RICHFIELD
PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT

CONSTRUCTION PLAN
PLAN AND PROFILE

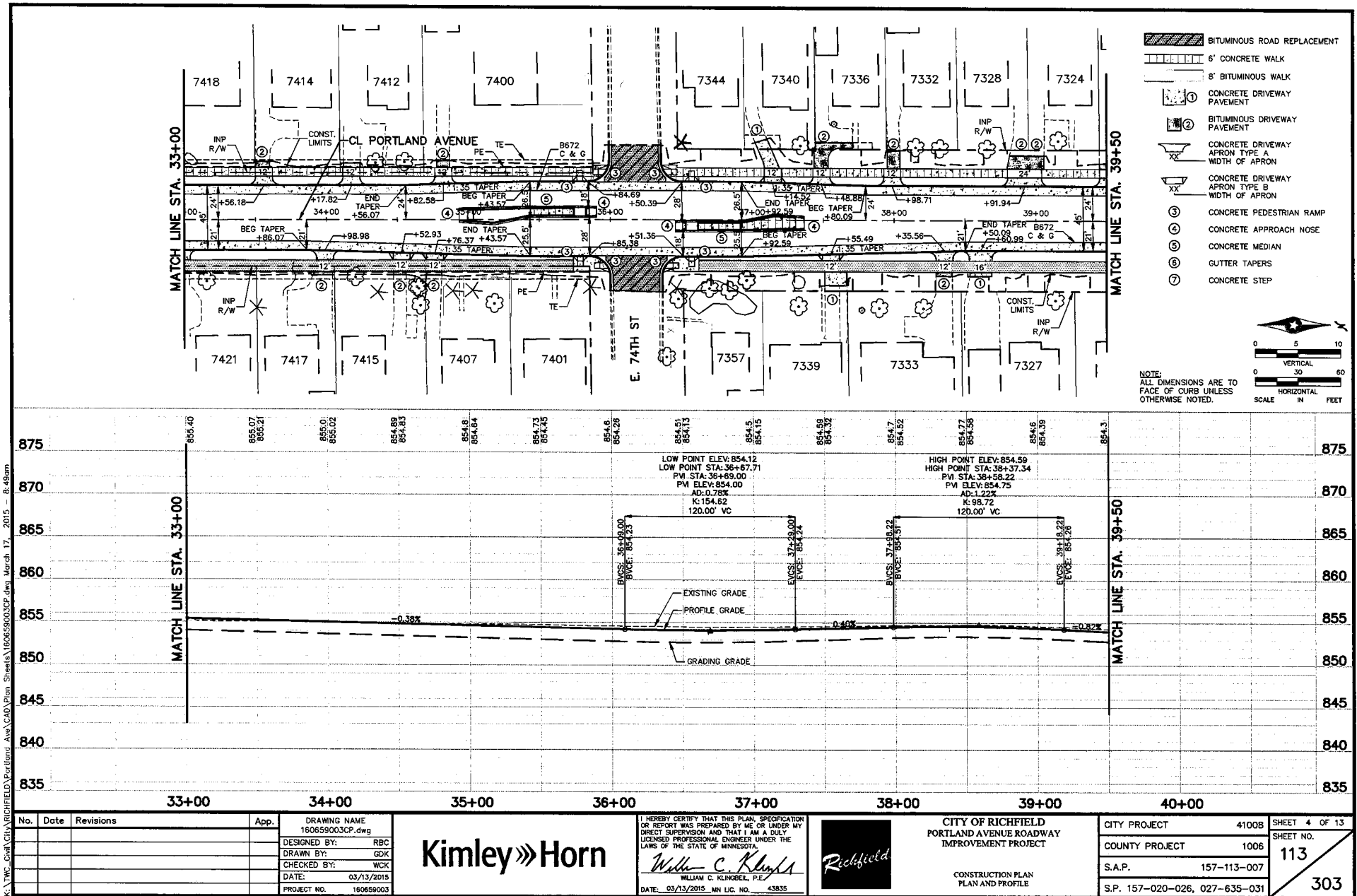
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COUNTY PROJECT	1006
S.A.P.	157-113-007
S.P.	157-020-026, 027-635-031

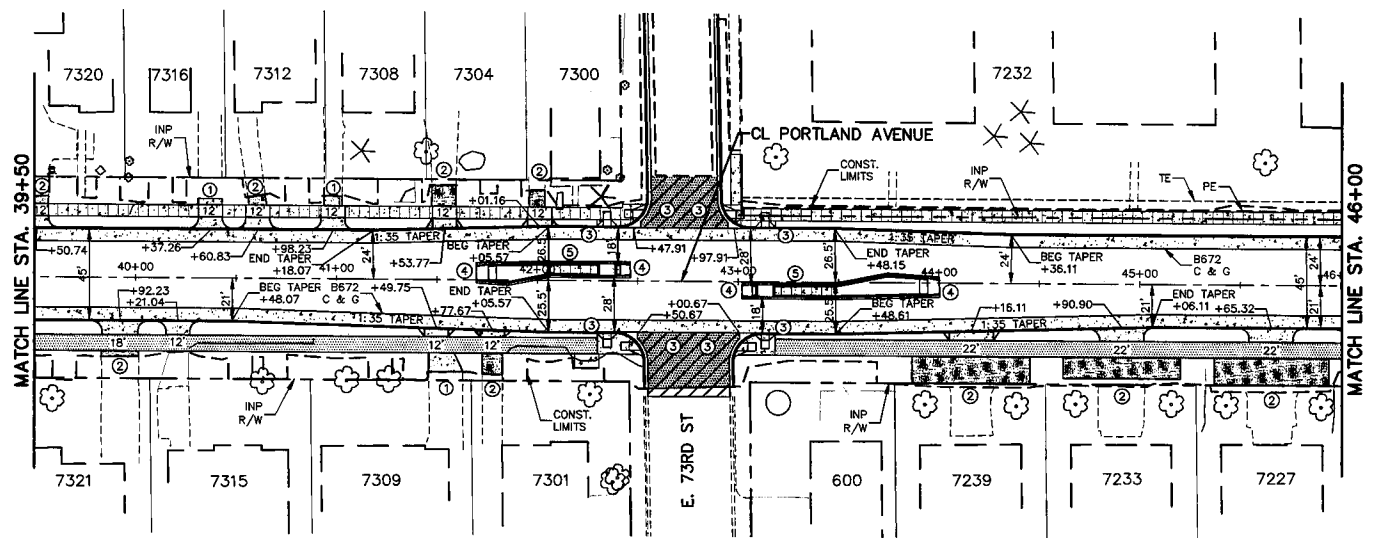
SHEET 2 OF 13
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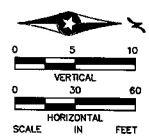


No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg		<div>Kimley»Horn</div>	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		<div>Richfield</div>	CITY OF RICHFIELD PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT		CITY PROJECT 41008		SHEET 3 OF 13		
				DESIGNED BY: RBC	DATE: 03/13/2015		WILLIAM C. KLUMB, P.E.			CONSTRUCTION PLAN PLAN AND PROFILE		COUNTY PROJECT 1006		SHEET NO.		
				DRAWN BY: GDK	PROJECT NO. 160659003		DATE: 03/13/2015 MN LIC. NO. 43835					S.A.P. 157-113-007		112		
				CHECKED BY: WCK								S.P. 157-020-026, 027-635-031		303		

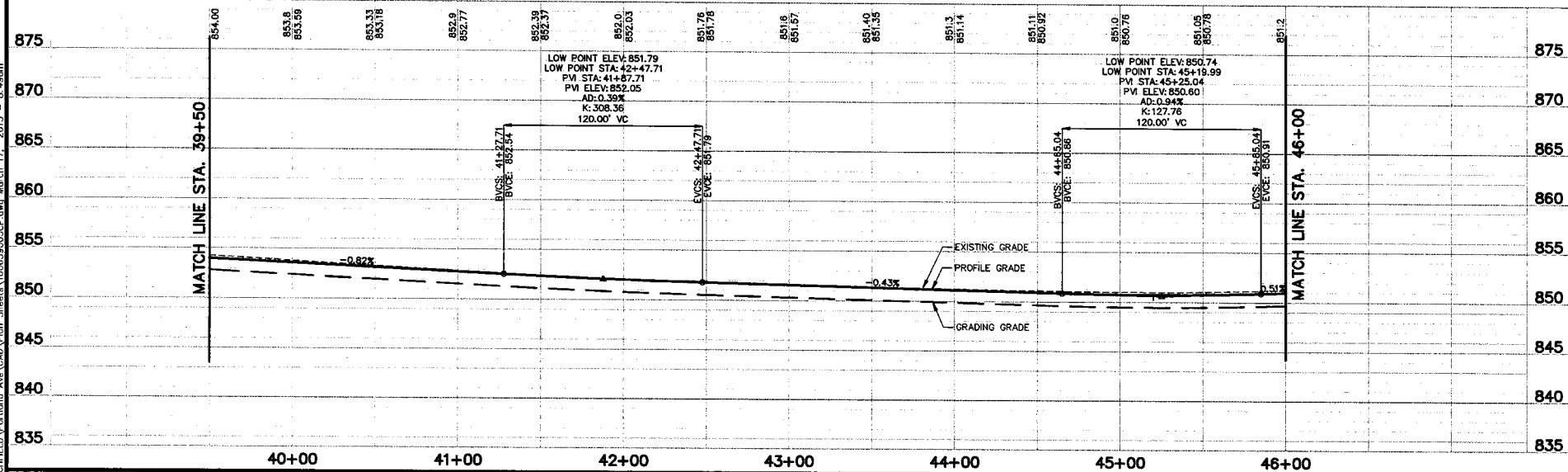






- BITUMINOUS ROAD REPLACEMENT
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- 8' BITUMINOUS WALK
- CONCRETE DRIVEWAY PAVEMENT
- BITUMINOUS DRIVEWAY PAVEMENT
- CONCRETE DRIVEWAY APRON TYPE A WIDTH OF APRON
- CONCRETE DRIVEWAY APRON TYPE B WIDTH OF APRON
- CONCRETE PEDESTRIAN RAMP
- CONCRETE APPROACH NOSE
- CONCRETE MEDIAN
- GUTTER TAPERS
- CONCRETE STEP

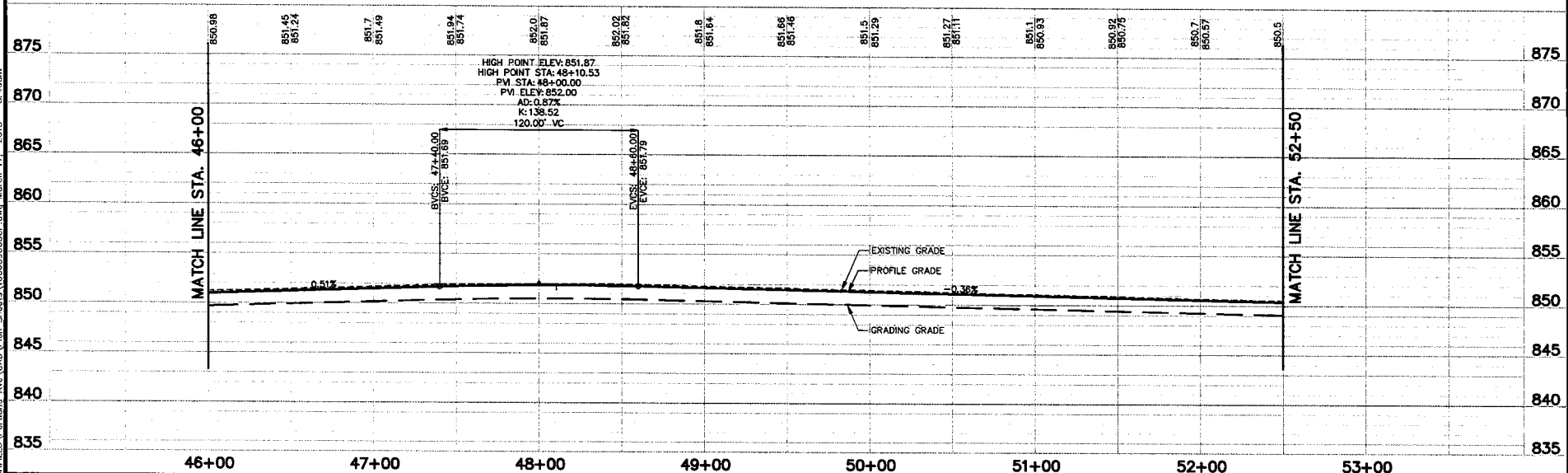
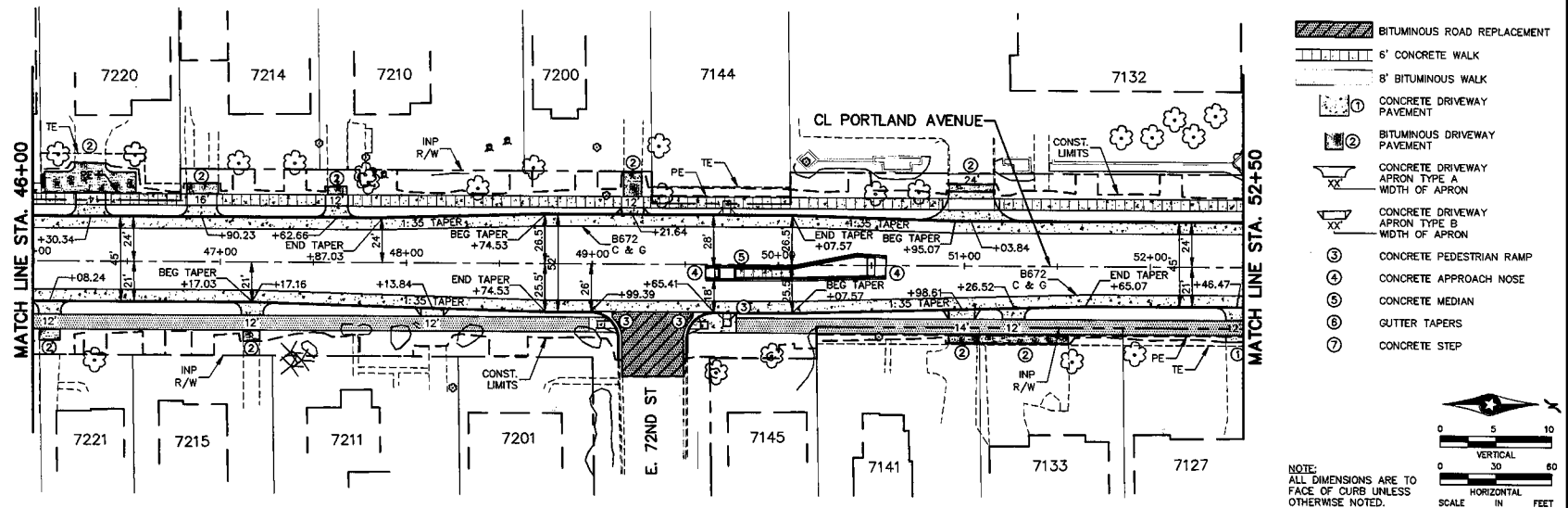




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ALL DIMENSIONS ARE TO
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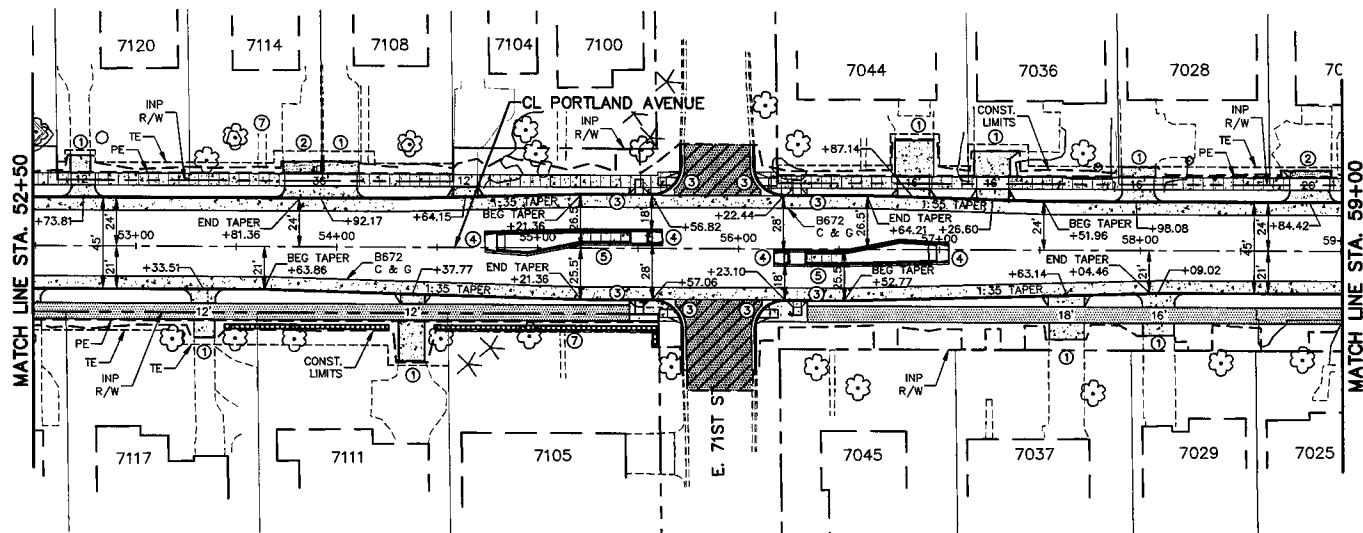


No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg	<div>Kimley»»Horn</div>	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. <div></div> <div>WILLIAM C. KLINGES, P.E.</div> <div>DATE: 03/13/2015 MIN. LIC. NO. 43835</div>	<div></div> <div>CITY OF RICHFIELD PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT</div> <div>CONSTRUCTION PLAN PLAN AND PROFILE</div>	CITY PROJECT	41008	SHEET 5 OF 13
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				DRAWN BY: GDK		S.A.P.		157-113-007	114	
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				DATE: 03/13/2015						
				PROJECT NO. 160659003						

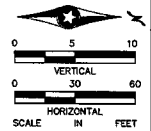
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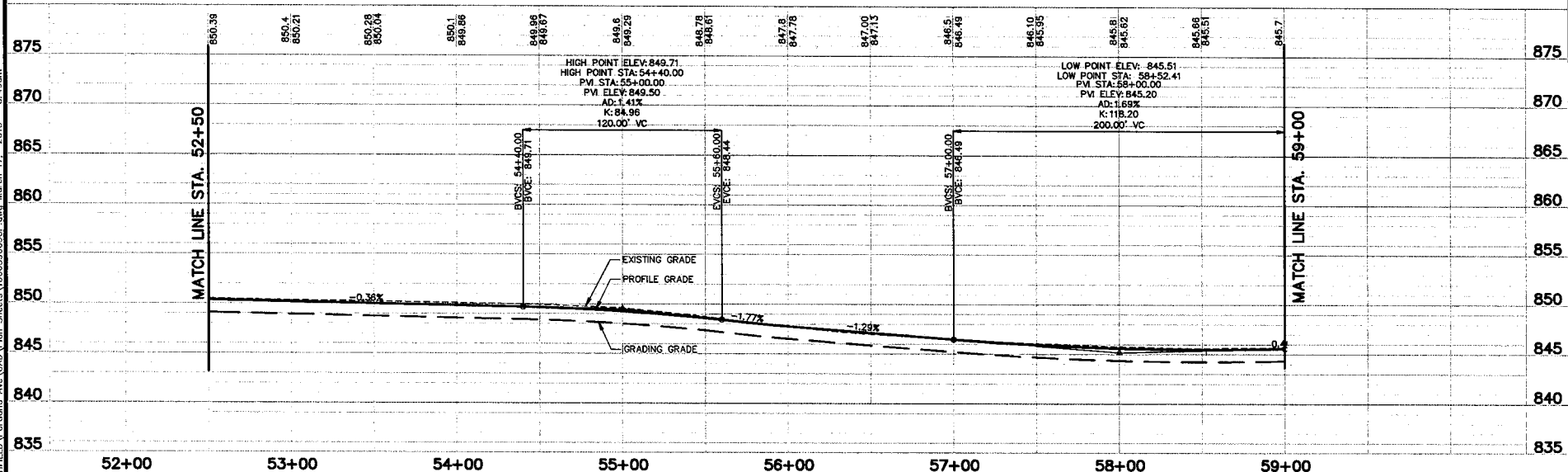
No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg DESIGNED BY: RBC DRAWN BY: GDK CHECKED BY: WCK DATE: 03/13/2015 PROJECT NO. 160659003	Kimley»Horn	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  WILLIAM C. KLINGBEIL, P.E. DATE: 03/13/2015 MN LIC. NO. 43835		CITY OF RICHFIELD PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT CONSTRUCTION PLAN PLAN AND PROFILE	CITY PROJECT 41008 COUNTY PROJECT 1006 S.A.P. 157-113-007 S.P. 157-020-026, 027-635-031	SHEET 6 OF 13 SHEET NO. 115 303
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- BITUMINOUS ROAD REPLACEMENT
- 6' CONCRETE WALK
- 8' BITUMINOUS WALK
- CONCRETE DRIVEWAY PAVEMENT
- CONCRETE DRIVEWAY APRON TYPE A
- CONCRETE DRIVEWAY APRON TYPE B
- CONCRETE PEDESTRIAN RAMP
- CONCRETE APPROACH NOSE
- CONCRETE MEDIAN
- GUTTER TAPERS
- CONCRETE STEP



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No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg	CITY PROJECT 41008	COUNTY PROJECT 1006	S.A.P. 157-113-007	S.P. 157-020-026, 027-635-031	SHEET 7 OF 13 SHEET NO. 116 303
				DESIGNED BY: RBC					
				DRAWN BY: GDK					
				CHECKED BY: WCK					
				DATE: 03/13/2015					
				PROJECT NO. 160659003					

Kimley»Horn

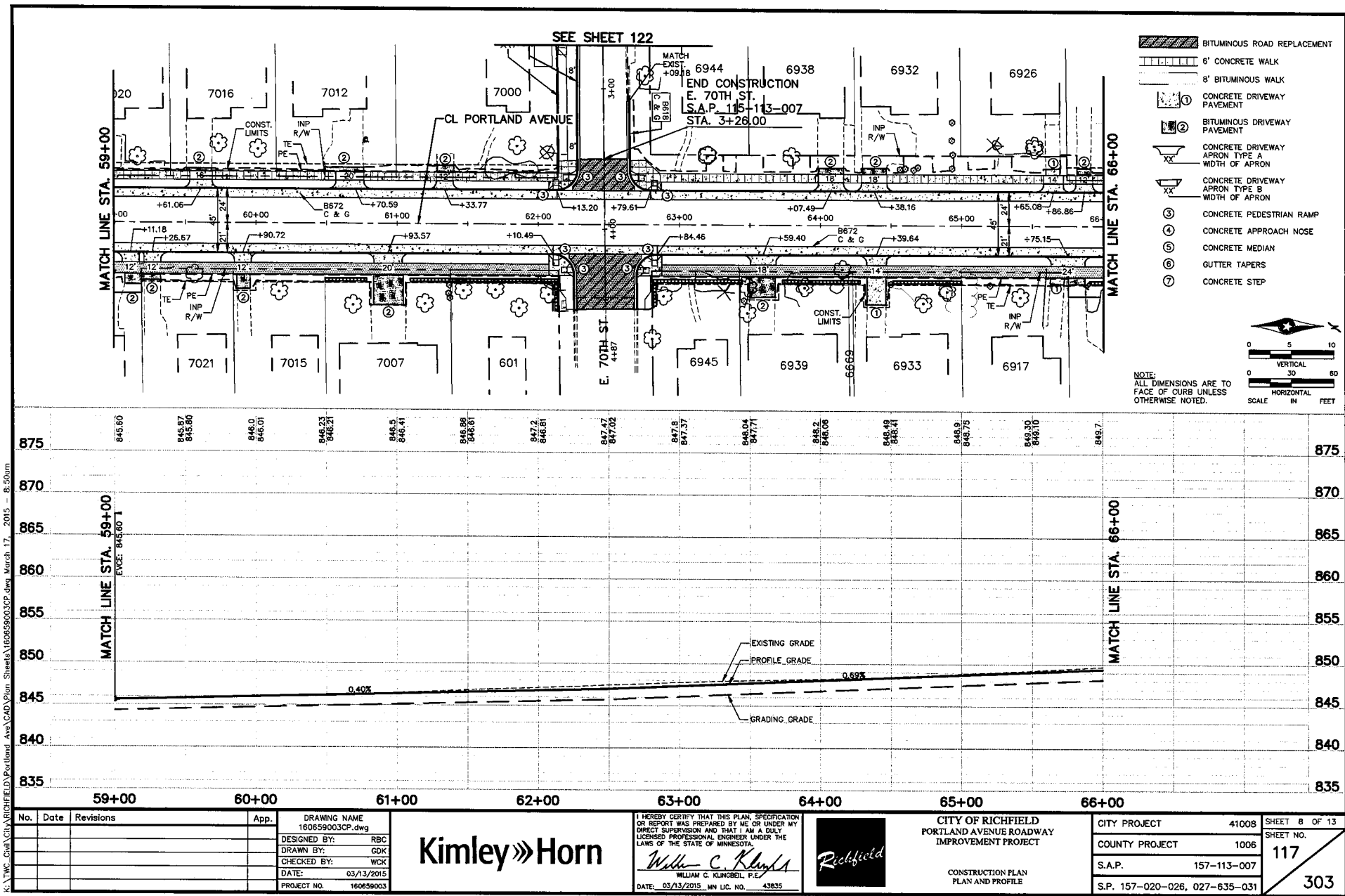
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION
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William C. Klingbeil
WILLIAM C. KLINGBEIL, P.E.
DATE: 03/13/2015 MN LIC. NO. 43835

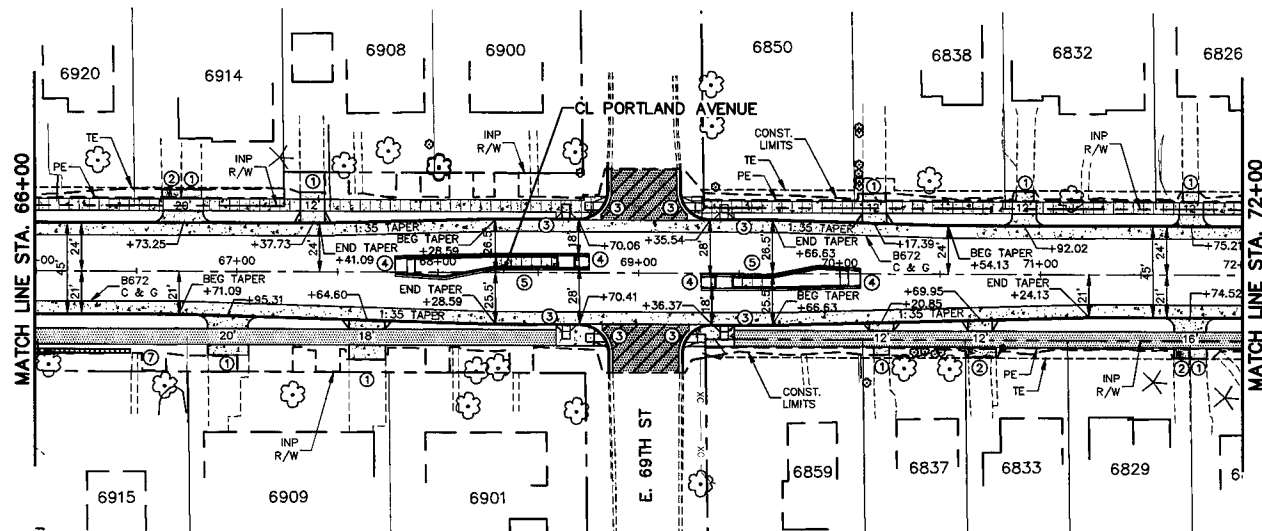


CITY OF RICHFIELD
PORTLAND AVENUE ROADWAY
IMPROVEMENT PROJECT

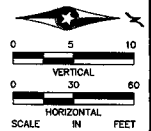
CONSTRUCTION PLAN
PLAN AND PROFILE



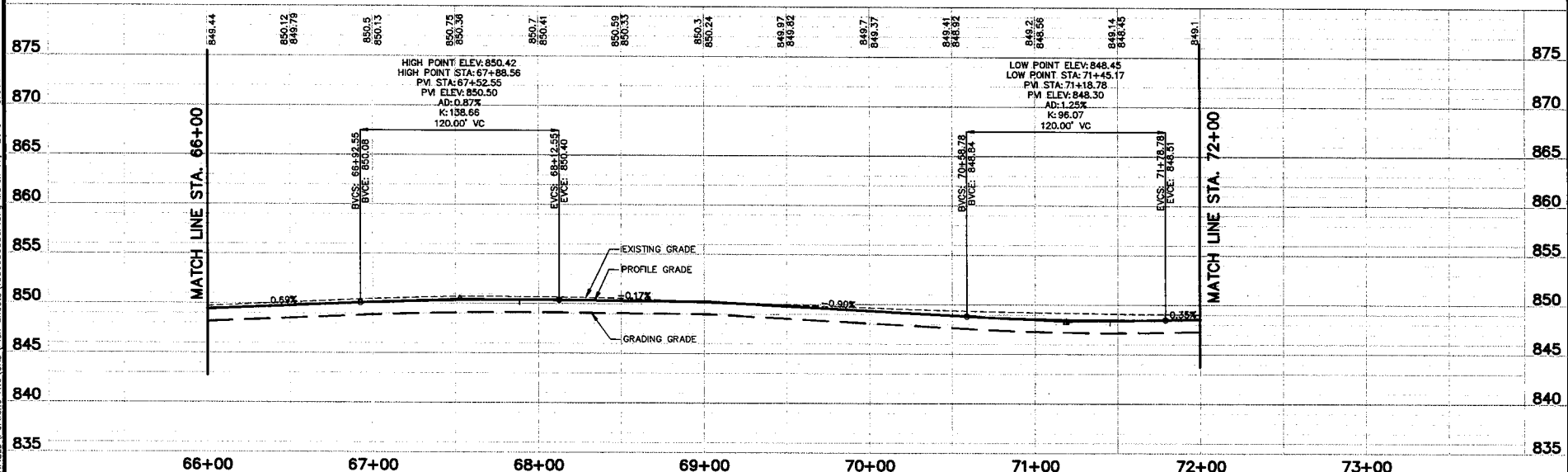
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- BITUMINOUS ROAD REPLACEMENT
- 6' CONCRETE WALK
- 8' BITUMINOUS WALK
- CONCRETE DRIVEWAY PAVEMENT
- BITUMINOUS DRIVEWAY PAVEMENT
- CONCRETE DRIVEWAY APRON TYPE A WIDTH OF APRON
- CONCRETE DRIVEWAY APRON TYPE B WIDTH OF APRON
- CONCRETE PEDESTRIAN RAMP
- CONCRETE APPROACH NOSE
- CONCRETE MEDIAN
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No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg	CITY OF RICHFIELD PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT	CITY PROJECT 41008	SHEET 9 OF 13
				DESIGNED BY: RBC	COUNTY PROJECT 1006		SHEET NO. 118
				DRAWN BY: GDK	S.A.P. 157-113-007		
				CHECKED BY: WCK	S.P. 157-020-026, 027-635-031		
				DATE: 03/13/2015			
				PROJECT NO. 160659003			
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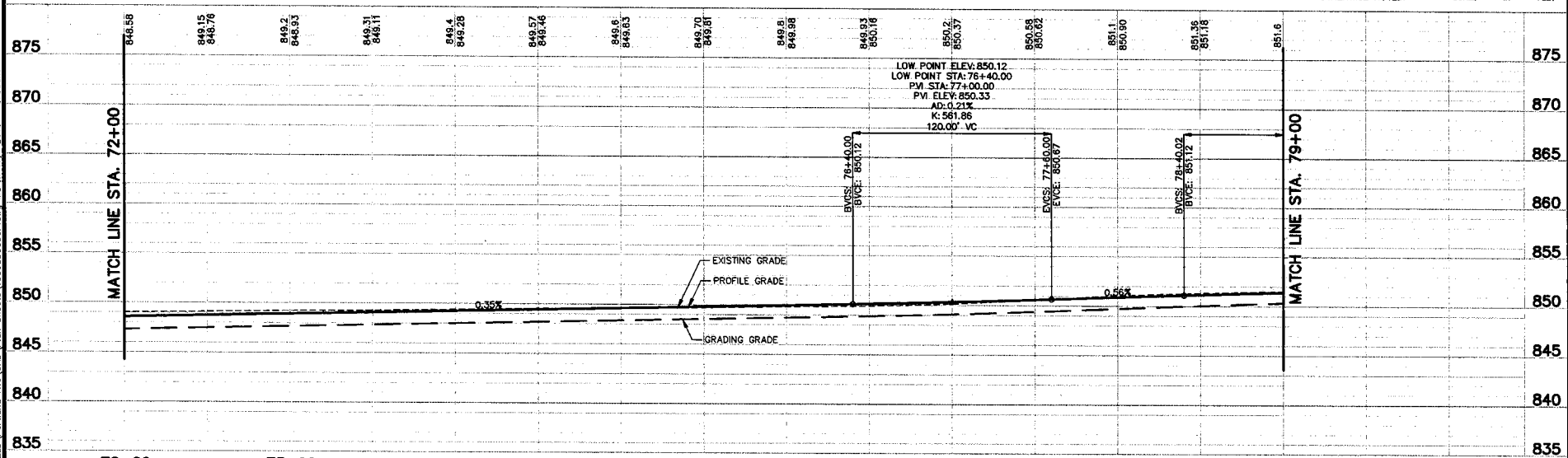
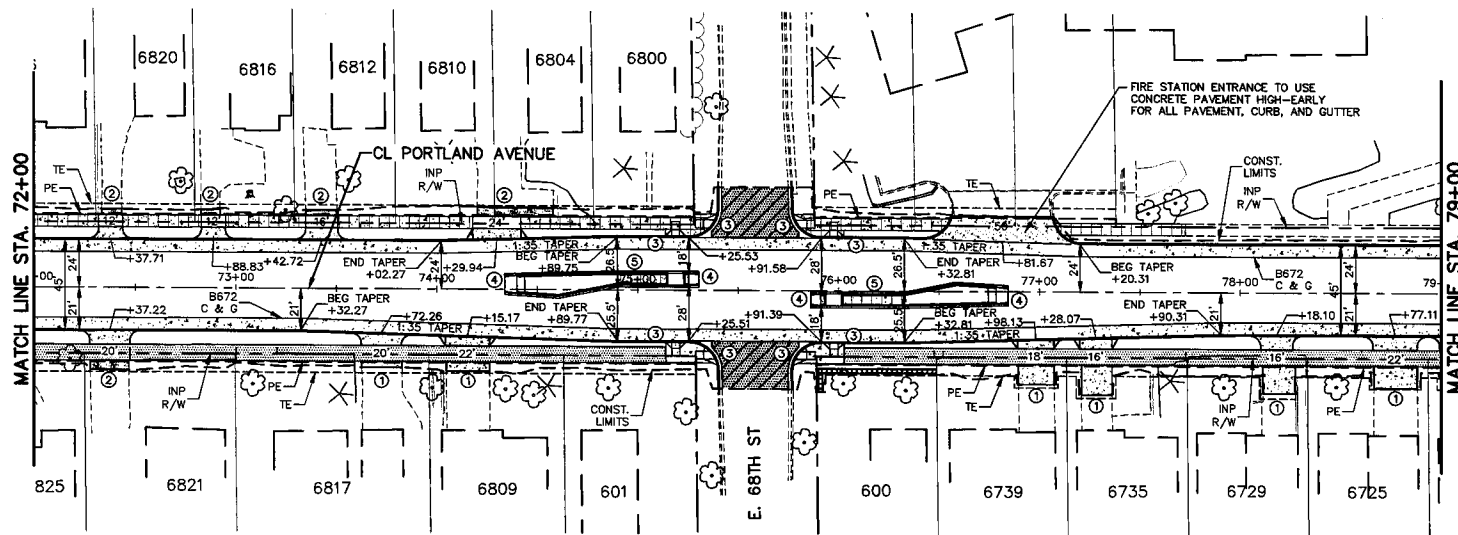
Kimley»Horn

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LAWS OF THE STATE OF MINNESOTA.
WILLIAM C. KLINGBEIL, P.E.
DATE: 03/13/2015 MN LIC. NO. 43835



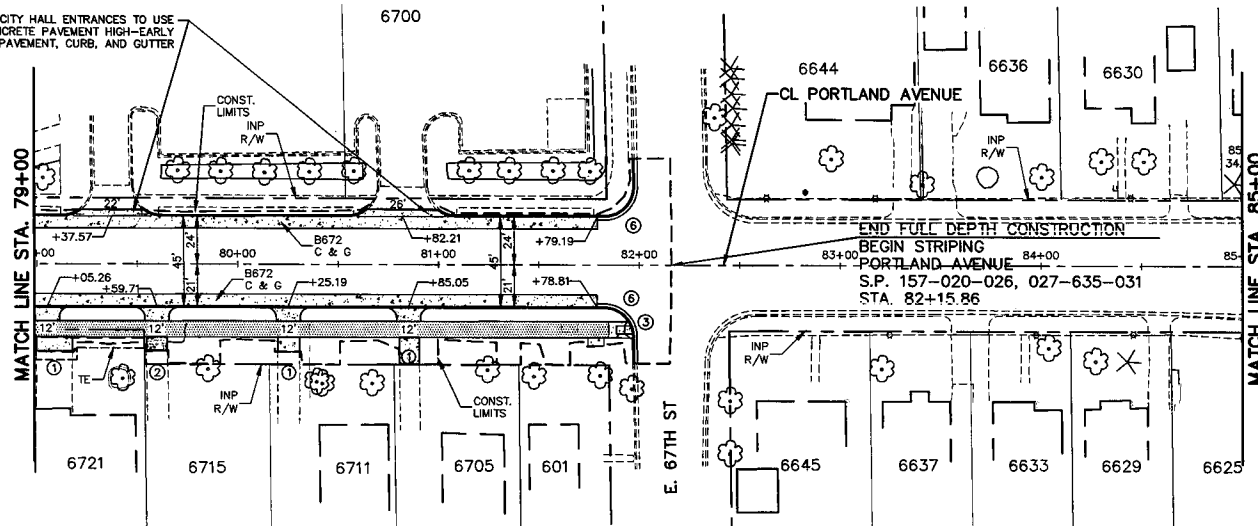
CITY OF RICHFIELD
PORTLAND AVENUE ROADWAY
IMPROVEMENT PROJECT
CONSTRUCTION PLAN
PLAN AND PROFILE

CITY PROJECT
41008
COUNTY PROJECT
1006
S.A.P.
157-113-007
S.P. 157-020-026, 027-635-031

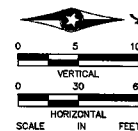


No.	Date	Revisions	App.	DRAWING NAME	CITY PROJECT	COUNTY PROJECT	S.A.P.	PROJECT NO.	SHEET NO.
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				DESIGNED BY: RBC					
				DRAWN BY: GDK					
				CHECKED BY: WCK					
				DATE: 03/13/2015					
				PROJECT NO. 160659003					
Kimley»Horn I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. WILLIAM C. KLINGBEIL, P.E. DATE: 03/13/2015 MN LIC. NO. 43835					CITY OF RICHFIELD PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT CONSTRUCTION PLAN PLAN AND PROFILE		SHEET 10 OF 13 SHEET NO. 119 303		

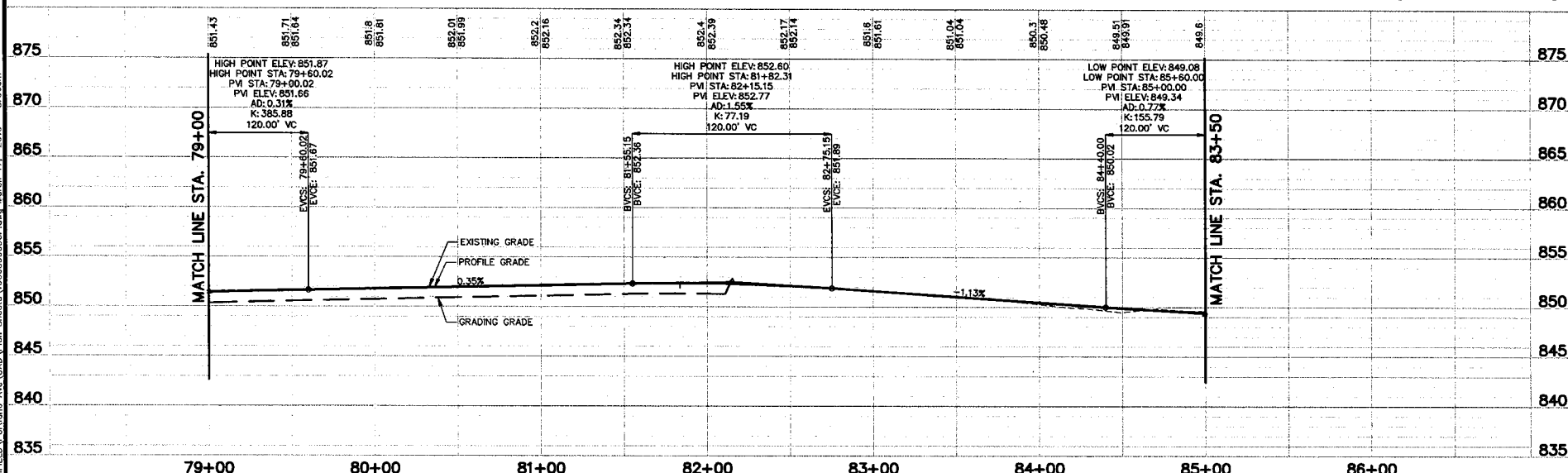
CITY HALL ENTRANCES TO USE
CONCRETE PAVEMENT HIGH-EARLY
FOR ALL PAVEMENT, CURB, AND GUTTER





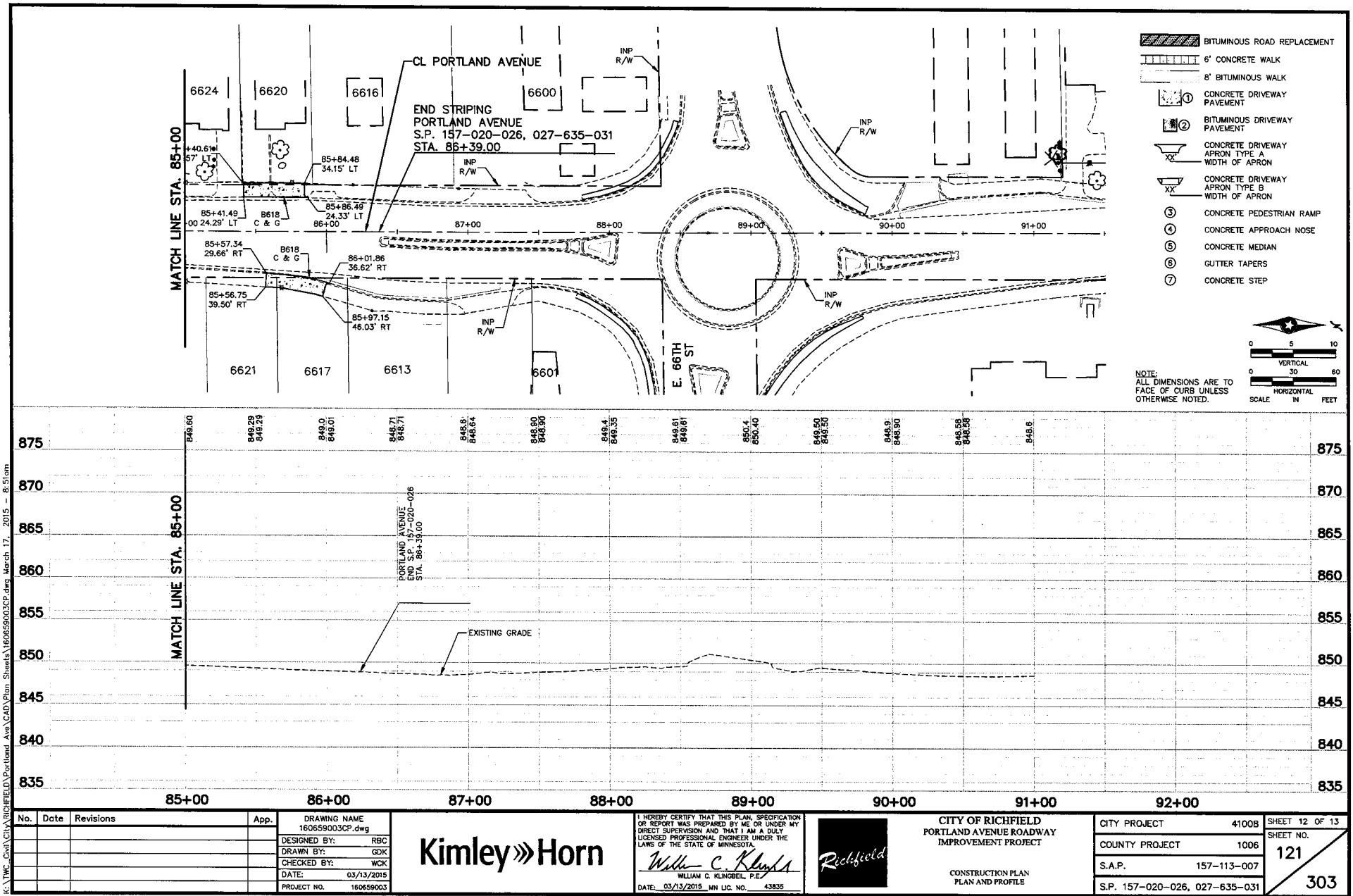
- BITUMINOUS ROAD REPLACEMENT
- 6' CONCRETE WALK
- 8' BITUMINOUS WALK
- CONCRETE DRIVEWAY PAVEMENT
- BITUMINOUS DRIVEWAY PAVEMENT
- CONCRETE DRIVEWAY APRON TYPE A WIDTH OF APRON
- CONCRETE DRIVEWAY APRON TYPE B WIDTH OF APRON
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No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg	<div>Kimley»Horn</div>	<div>I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  WILLIAM C. KLINGBEIL, P.E. DATE: 03/13/2015, MN LIC. NO. 43835</div>	<div></div>	CITY OF RICHFIELD PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT		CITY PROJECT 41008		<div>SHEET 11 OF 13 SHEET NO. 120 303</div>
				DESIGNED BY: RBC				COUNTY PROJECT 1006	S.A.P. 157-113-007			
				DRAWN BY: GDK								
				CHECKED BY: WCK								
				DATE: 03/13/2015				CONSTRUCTION PLAN PLAN AND PROFILE		S.P. 157-020-026, 027-635-031		
				PROJECT NO. 160659003								



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No.	Date	Revisions	App.

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DESIGNED BY: RBC
DRAWN BY: GDK
CHECKED BY: WCK
DATE: 03/13/2015
PROJECT NO. 160659003

Kimley»Horn

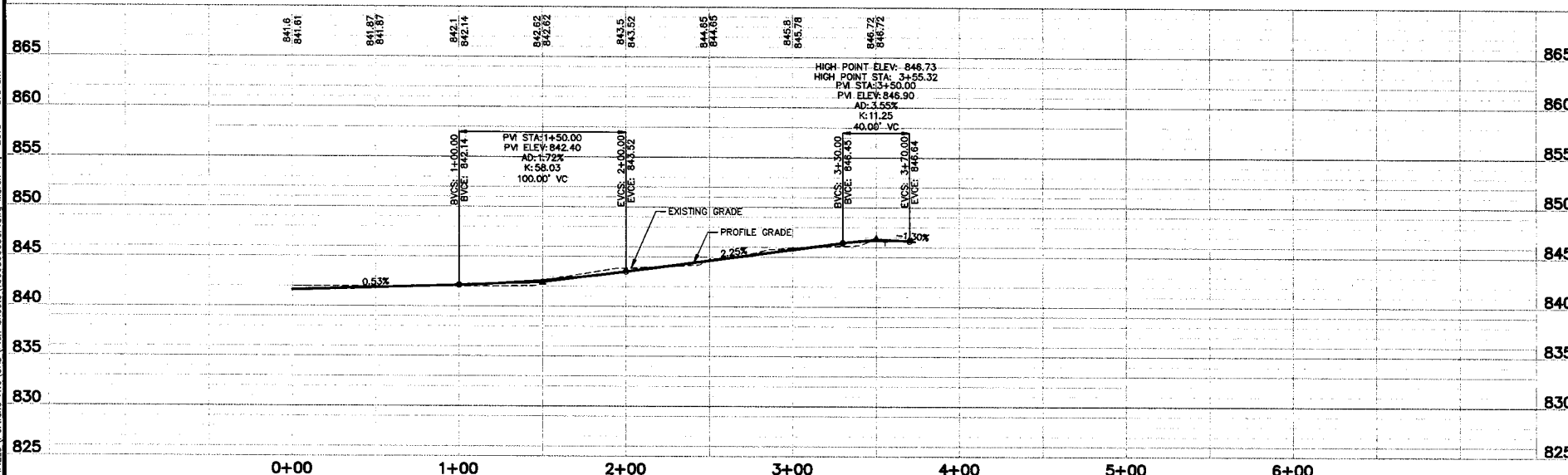
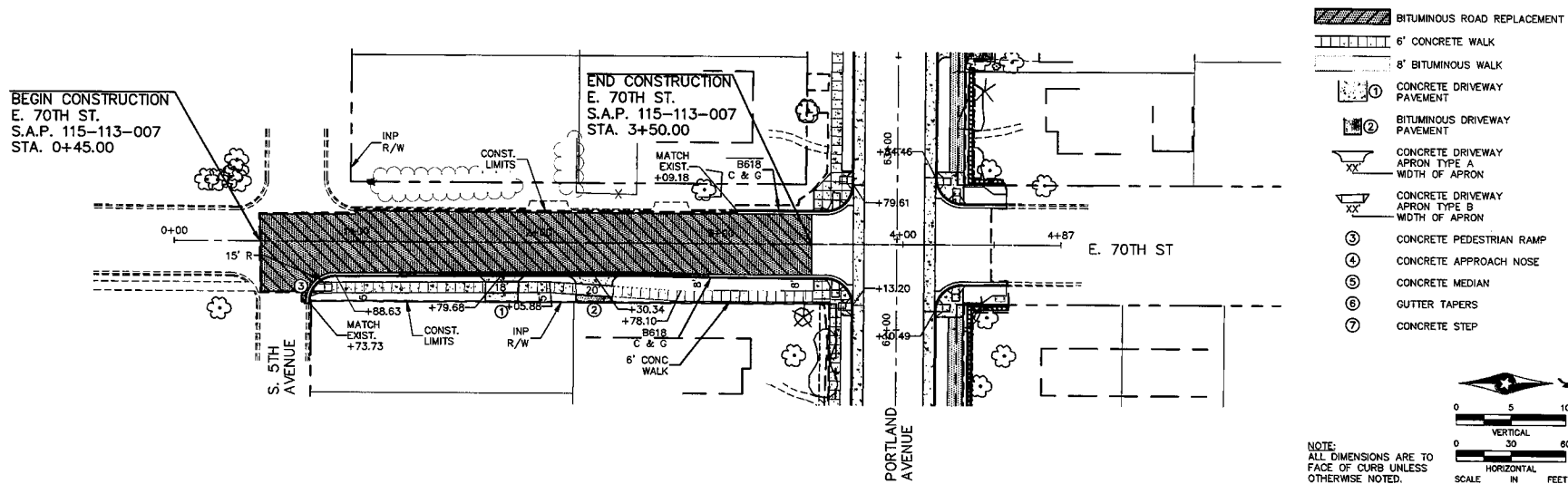
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William C. Klingbeil, P.E.
WILLIAM C. KLINGBEIL, P.E.
DATE: 03/13/2015 MN LIC. NO. 43835



CITY OF RICHFIELD
PORTLAND AVENUE ROADWAY
IMPROVEMENT PROJECT
CONSTRUCTION PLAN
PLAN AND PROFILE

CITY PROJECT 41008
COUNTY PROJECT 1006
S.A.P. 157-113-007
S.P. 157-020-026, 027-635-031

SHEET 12 OF 13
SHEET NO. 121
303



No.	Date	Revisions	App.	DRAWING NAME 160659003CP.dwg	<div>Kimley»Horn</div>	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. <div>William C. Klingbeil</div> <div>WILLIAM C. KLINGBEIL, P.E.</div> <div>DATE: 03/13/2015 MN LIC. NO. 43835</div>	<div>Richfield</div> <div>CITY OF RICHFIELD PORTLAND AVENUE ROADWAY IMPROVEMENT PROJECT</div> <div>CONSTRUCTION PLAN PLAN AND PROFILE</div>	CITY PROJECT 41008	SHEET 13 OF 13
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				CHECKED BY: WCK		S.A.P. 157-113-007		303	
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